INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET

Form Approved OMB No. 9000-0002 Expires Sep 30, 2000

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

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1. SOLICITATION NUMBER	2. (X on	e)		3. DATE/TIME RESPONSE DUE				
	a.	INVITA	TION FOR BID (IFB)					
	X b.	REQUI	EST FOR PROPOSAL (RFP)					
N00178-03-R-3002	c.	REQUE	EST FOR QUOTATION (RFQ)	10 January 2003 - 2:00 PM				
			INSTRUCTIONS					
NOTE: The provision entitled "Required Cen								
If you are not submitting a response, complete different return address is indicated in Block.	olete the infor 7.	mation	in Blocks 9 through 11 and return	to the issuing office in Block 4 unless a				
Responses must set forth full, accurate, a provided on Standard Form 18, Standard For for making false statements is prescribed in 1	m 33, and oth	ner solic	tion as required by this solicitation itation documents. Examine the ϵ	(including attachments). "Fill-ins" are entire solicitation carefully. The penalty				
Responses must be plainly marked with the proposals in the solicitation document.	e Solicitation	Numbe	er and the date and local time set	forth for bid opening or receipt of				
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4. ISSUING OFFICE (Complete mailing addre	ss,		MS TO BE PURCHASED (Brief					
including ZIP Code)				the Theater Warfare Systems Department				
Contracting Officer, Dahlgren Division		and F	unctional Managers (T Depar	tment)				
Naval Surface Warfare Center								
17320 Dahlgren Road								
Dahlgren, VA 22448-5100								
6. PROCUREMENT INFORMATION (X and c	omplete as a	pplicabl	θ)					
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ATTN: XDS13			Contracting Officer	er				
c. TELEPHONE NUMBER (Include d. E-MAIL A	DDRESS		Naval Surface Warfar	ce Warfare Center, Dahlgren Division				
Area Code and Extension)			17320 Dahlgren Road					
(540) 653-7765 xds	13@nswc.n	avy.mi						
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The services required under this Request for Proposal (RFP) are divided into three program system/categories identified as CLIN 0001, 0002 and 0003. The government shall award one contract for each CLIN for a total of three contracts. If a contractor intends to propose on more than one CLIN, proposals for each CLIN shall be submitted as complete stand alone offers. Proposals for more than one CLIN may not be combined into one proposal. The terms and conditions for all three contracts are the same unless specified otherwise in the RFP.

SECTION B – SUPPLIES OR SERVICES AND PRICES

ITEM	[DESCRIPTION		QUANTITY	AMOUNT
0001		ical Support Requirements for Control ms/Systems			
0001AA		The contractor shall provide engineering technical support programs and project the cognizance of the Theater Warfare Department at the Naval Surface Warfare Dahlgren Division in accordance with as called out for in specific task orders.	1 LOT		
		F	stimated Cost ixed Fee: CCPFF:	:	
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0002		ical Support Requirements for Detect/Enms/Systems	ngage		
0002A	ΔA	The contractor shall provide engineering technical support programs and project the cognizance of the Theater Warfare Department at the Naval Surface Warfare Dahlgren Division in accordance with as called out for in specific task orders.	s under Systems are Center, Section C	1 LOT	
		F	stimated Cost ixed Fee: CPFF:	:	

0002AB Data in accordance with the Contract Data 1 LOT *NSP Requirements List, DD Forms 1423, in support of CLIN 0002AA. *NSP – Not Separately Priced – Included in price of CLIN 0002AA **0003** Technical Support Requirements for Missile Defense/ Interoperability/Fleet Level Assessments/Intelligence Programs/Systems 0003AA 1 LOT The contractor shall provide engineering and technical support programs and projects under the cognizance of the Theater Warfare Systems Department at the Naval Surface Warfare Center, Dahlgren Division in accordance with Section C as called out for in specific task orders. **Estimated Cost:** Fixed Fee: ECPFF: 0003AB Data in accordance with the Contract Data 1 LOT *NSP Requirements List, DD Forms 1423, in support of CLIN 0003AA.

*NSP – Not Separately Priced – Included in price of CLIN 0003AA

CLAUSES INCORPORATED BY FULL TEXT

Ddl-B10 MINIMUM AND MAXIMUM QUANTITIES

As referred to in paragraph (b) of the "Indefinite Quantity" clause in Section I of this contract, the contract minimum quantity is a total of \$100,000.00 worth of orders; the maximum quantity is the total Cost-Plus-Fixed-Fee or Ceiling Price as set forth in the schedule. The maximum quantity is not to be exceeded.

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar

amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

SECTION C – DESCRIPTIONS AND SPECIFICATIONS

CLAUSES INCORPORATED BY FULL TEXT

STATEMENT OF WORK CLIN 0001 CONTROL PROGRAMS/SYSTEMS

C.1 GENERAL SCOPE OF WORK

The contractor shall provide technical assistance to the Theater Warfare Systems Department, Naval Surface Warfare Center Dahlgren Division (NSWCDD) in the following functional areas: Engineering/Systems Engineering/Planning Support; Warfare and Systems Analysis/Assessment Support; Cost and Affordability Analysis Support; Modeling and Simulation Support; Software Engineering/Computer Program Support; Configuration Management/Quality Assurance Support; Electronic Documentation/Data Management/Databases/Website Support; and General Support.

Technical support activities are divided into three program/system categories: Control Programs/Systems, Detect/Engage Programs/Systems and Missile Defense/Interoperability/Fleet Level Assessments/Intelligence Programs/Systems. These categories shall include technical efforts relative to numerous Navy and/or Joint programs and/or programmatic thrusts such as: Theater Air Defense; Theater Ballistic Missile Defense; National Missile Defense; Battle Management Command; Control and Communication; Land Attack Cruise Missile; Expeditionary Warfare; Ship Combat/Warfighting systems; Command, Control; Communications; Computers; Intelligence; Surveillance and Reconnaissance systems; Naval Surface Fire Support; Network Centric systems; Software systems; New Ship Platforms (e.g., DD-X, LPD-17, CV-X, CG-X); Geodesy and Space systems, and Data Communications. The contractor is expected to orient the engineering tasking toward system integration and interoperability activities associated with the warfighting systems listed in order to eliminate or reduce stovepipe thinking.

This technical support will require extensive knowledge/experience of Navy/Joint systems and programs in the areas of: engineering; systems engineering; systems integration; warfare and systems analysis; system operation; system test/ Independent Verification and Validation (IV&V)/certification; cost and affordability analysis; evaluations; assessments; signal processing; computer programs; modeling and simulations; configuration management; quality assurance; workstations/personal computer systems, and data management and presentation.

Under certain conditions, it will be necessary for the contractor to cooperate with another contractor in order to accomplish a task that, due to its complexity, or multi-system relationship, cannot be completed within the context of this contract. In this circumstance, tasking would be provided to each contractor with one of the contractors being given lead responsibility for providing final product(s) while the other contractor provides support within the context of their respective contract.

Statement of Work tasking shall apply to any future programs/efforts that fall under the cognizance of the Theater Warfare Systems Department.

C.2 TECHNICAL SUPPORT REQUIREMENTS FOR CONTROL PROGRAMS/SYSTEMS

Specific Control Programs/Systems which will be covered include: Command and Control Systems; Ship Self Defense System (SSDS); Cooperative Engagement Capability (CEC); Rapid ASM Integrated Defense System (RAIDS); Shipboard Gridlock System (SGS) and Shipboard Gridlock System with Automatic Correlation (SGS/AC); Tactical Control System (TCS); Advanced Combat Direction System; Area Air Defense Commander (AADC); Common Command and Display (CC&D); Joint Interface Control Officer (JICO); Multiple Link Antenna System (MLAS); Tactical Data Links; Light Airborne Multi-Purpose System (LAMPS); Global Command & Control System – Maritime (GCCS-M).

C.2.1 ENGINEERING/SYSTEM ENGINEERING/PLANNING SUPPORT

The contractor shall generate detailed engineering studies, reviews, White Papers and related documentation for Navy/Joint Control programs/systems.

These studies, White Papers and plans could relate to such areas as: requirements determination and evaluation; functional analysis; threats; system design; system architectures; system engineering; system/component selection and tradeoffs; potential new systems or technology; performance tradeoffs; costs; Human Machine Interface (HMI); operational tradeoffs; risk management; system interface/interoperability; design tradeoffs; Capabilities and Limitations (CAPS & LIMS); Return on Investment Trades; Tactics; Techniques and Procedures (TTP); Doctrine; Tactical Memoranda (TACMEMO); test and evaluation; program management/acquisition; development and test schedules, and metrics on various functional areas such as requirements, design and development.

Typical documentation required or products produced could be, but are not limited to: Program Management Plans; Plan of Actions and Milestones (POA&M); Acquisition Plans/Strategies; System Engineering Plans; Operational Requirements Documents; System Requirements Documents; Cornerstone Requirements Documents; Segment/System/Subsystem Specifications; Performance and Capability Requirements Documents; System Engineering Management Plans (SEMP); Concepts of Operations (CONOPS); Test and Evaluation Master Plans (TEMP); Master Test Plan (MTP); Certification Plan; Test/Exercise Plans; System Level Integration Plans; Operational Sequence Diagrams; Project Requirements Database Report; System Design Documents; Critical Item Development Specifications; Interface Control Documents; Functional Description Documents; Functional Flow Diagrams; Data Analysis Plans.

C.2.2 WARFARE AND SYSTEMS ANALYSIS/ASSESSMENT SUPPORT

The contractor shall provide analysis and assessment support for Navy/Joint Control programs/systems utilizing parametric and standard methodologies and techniques.

Areas or types of analysis and assessment could include: mathematical and scientific - from validation to development of mathematical formulations and algorithms; requirements; functional; threat; cost and affordability; performance; technical feasibility/improvements, and operational effectiveness.

Typical documentation or products produced could be, but are not limited to: functional analysis, functional flows and functional description documents; validation of mathematical formulations such as state vector, covariance and trajectory computations; broad systems and mission analysis studies including Cost and Operational Effectiveness Analyses (COEA) or Analysis of Alternatives (AOA); POM mission area assessments; technology improvement analyses; Measures of Effectiveness, Measures of Performance.

The contractor may be required to develop, modify, redesign, convert and/or utilize existing software to perform mathematical analyses. An example could be the coding of a Distributive Detection System simulation. Computer languages such as but not limited to FORTRAN, C, Ada, MODSIM, MATLAB, MATLAB Mapping Toolbox , PASCAL and operating systems such as but not limited to UNIX, Linux, Windows, VMS, and MacOS, and hardware description languages such as but not limited to VHDL will be employed and will be driven by requirements.

C.2.3 COST AND AFFORDABILITY ANALYSIS

The contractor shall provide cost and affordability analysis support for Control Programs/ Systems.

This analysis will include life cycle cost estimating; Cost as an Independent Variable (CAIV), Total Ownership Cost Reduction Plans, Analysis of Alternatives (AOA), historical data collection; parametric, analogous and/or engineering cost estimating; cost performance tradeoffs; Return on Investment, Cost Estimating Relationships (CER) development and application for recurring, non-recurring, development, production and support costs; cost model development; cost risk assessment; force structure costing; and, the use of other cost models and techniques. The contractor shall update existing models and may develop new models to assist in cost estimation.

C.2.4 MODELING AND SIMULATION

The contractor shall provide modeling and simulation support for Control Programs/Systems.

Areas or types of modeling and simulation support could include, but are not limited to: programming support for the design, modification upgrade and/or conversion of simulations or models; requirements/performance assessments and analysis; interoperability analysis; acquisition strategies; predictive, execution support including console operations, scenario development, regression test development, exercise participation, exercise setup and pre-test including communications to external links/facilities, data/output analyses, hot wash-up reports, and submission/investigation/resolution of trouble reports.

Typical models/simulations used could be, but are not limited to: the Multi-Warfare Analysis and Research System (MARS); Tactical Situation Display (TSD); Interactive Constructive Environment (ICE); AUTOEVAL Rule Based Analysis System; the System Effectiveness Simulation (SESIM), and numerous wraparound/real-time simulations for tactical systems such as SSDS, CEC and AEGIS. Support shall include pre- and post-processors and will require the use of languages such as: MODSIM, PASCAL, C, C++, Ada, UNIX, SimDraw and Open Inventor among others. Analysis of system performance may require the development of special software routines typically in FORTRAN, C, C++, Ada, UNIX, MATHCAD, EXCEL or MATLAB. The contractor shall support the Modeling and Simulation Focus Center in the areas of programming/analysis, administration, configuration management, user assistance.

C.2.5 SOFTWARE ENGINEERING/COMPUTER PROGRAM SUPPORT

The contractor shall provide software/firmware/information systems engineering support in all phases of computer program development including: requirements analysis; design; code; test; problem resolution analysis; integration and system administration for computer programs; databases and information systems associated with tactical, simulation/stimulation and support systems for Control Programs/Systems.

Tasking could apply to new developments, modifications to existing computer programs/firmware/databases/information systems, and rehosting of existing programs/firmware/databases.

The contractor may be tasked to recommend and/or research new or modified techniques for computer program/firmware/information systems development, translate these techniques into specifications for automated tool development and to develop the automated tools.

The contractor shall be tasked with supporting various test events/cycles on any of the computer programs/firmware/information systems including, but not limited to: Element/System test; IV&V; Certification tests; System Integration Tests; Data Link Tests; Combat System Integration Tests; Battle Group Systems Integration Tests, and Battle Force Interoperability Tests. This support might include: test planning/preparation, test conduct, test witnessing, test data recording/reduction/analysis, and test reporting.

The contractor may be required to support these types of test events which are conducted at numerous land based test sites including, but not limited to: local Dahlgren Laboratory land based test sites and labs; Wallops Island; development contractor sites; training sites; government land based test sites, and on-board ship.

The contractor shall be required to generate/update the necessary program documentation such as: Software Development Plan (SDP); Software Requirements Specification (SRS); Software Design Specification (SDS); Software Design Document (SDD); Interface Requirements Specification (IRS); Interface Design Document (IDD); Data Base Design Document (DBDD); Computer Program Configuration Items (CPCI); Software Performance Specification (SPS); Firmware Requirements Documents (FRD); Quality Assurance Plans (QAP), Independent Verification and Validation (IV&V) Test Plans and Procedures; Developmental Test (DT) Plans;

System Safety Plans; Version Description Documents (VDD); Revision Description Documents (RDD); Certification Test Plans and Procedures; Test Observation Reports (TOR); Operator's Manuals (OM); Engineering Change Proposals (ECP); Specification Change Notices (SCN); Software Change Proposals (SCP); Advanced Change Study Notices (ASCN); Interface Change Requests (ICR); Firmware Change Requests (FCR); Trouble Reports (TR), and Requests for Deviations/Waivers (RFDs/RFWs).

The contractor shall perform Data Extraction (DX), Data Reduction (DR) and Data Analysis (DA) to support problem isolation, resolution and verification of test results.

The contractor shall demonstrate to the government that delivered programs/firmware/databases/information systems meet the requirements, are properly documented and are fully operational. Typical programming languages utilized could be, but are not limited to: CMS-2 assembly and High level, Ada, C, C++, FORTRAN, and Pascal. The contractor shall utilize software support systems/applications such as, but not limited to, Green Hills, VxWorks, McCabe Complexity, Computer Associates TeamWork, Rational Clearcase, Dynamic Object Oriented Requirements System (DOORS).

The contractor shall design, develop and/or apply Computer Aided Software Engineering (CASE) techniques and tools for new or product-improved combat system computer programs and documentation, and when required, determine the most effective technical approach for implementing the use of these tools.

The contractor shall develop, upgrade or support simulations and tools for operational systems, developmental test beds and prototype systems. The contractor shall provide system administration support for programs/databases/firmware/information systems/network systems that will include, but is not limited to: system accreditation; operating and maintaining systems; performing backups; maintaining logs, and system scheduling.

The contractor shall provide operator training, indoctrination, various training guides and documentation for new or upgraded systems at land based test sites, on-board ships or at other contractor, government sites and in the case of Foreign Military Sales, at various foreign government sites or ships, as required. The Contractor may be tasked to support operations of one or more of the Control systems and related support systems such as switching, communications, wrap around simulation programs (WASP), test equipment, data collection systems, and training systems. This operations support might occur at various Land Based Test Sites or on board ship.

The contractor shall be knowledgeable in SEI's Software Capability Maturity Model and shall institute an internal program that supports continuous software process improvement. The contractor will have at least a Level 2 CMM rating at contract award or will achieve the rating within six months after award and will work toward achieving Level 3. Additionally, it is desirable that the contractor achieve the SEI Capability Maturity Model Integration (CMMI) Level 2 and be working toward Level 3 since this would replace the requirement for CMM ratings. The contractor shall support the government in identifying, defining and capturing process improvements for Navy computer programs and shall recommend process

improvements.

C.2.6 CONFIGURATION MANAGEMENT/QUALITY ASSURANCE

The contractor shall provide Configuration Management (CM) and Quality Assurance (QA) support for Control Programs/Systems. The contractor shall perform these functions at numerous government test sites and possibly development contractor sites, including, but not limited to: numerous facilities/labs at Dahlgren, Virginia; Combat System Engineering Development Site (CSEDS) at Moorestown, N.J.; NSWCDD, Dam Neck, VA; Ship Combat Systems Center (SCSC) at Wallops Island, VA, and Integrated Combat System Test Department (ICSTD) at San Diego, CA. This will include attending relevant planning, requirements, design and test meetings, status/progress reviews and participating on Local Configuration Control Boards (LCCB), Software Change Control Boards (SCCB), Joint Problem Review Boards (JPRB), Firmware Change Control Boards (FCCB), Interface Control Working Groups (ICWG), and Technical Review Teams.

The contractor shall generate meeting notes, agendas, action items and coordinate comments and maintain document/data archives.

The contractor shall prepare software program builds for release to test facilities or the Fleet. This will include ensuring that: the build loads and executes properly; all appropriate documentation is part of the delivery; product QA had been performed, necessary shipping/transmittal documents are prepared; and, adequate configuration and status accounting information/data bases are maintained.

The contractor might also be required to support the installation of these software builds at test sites or on-board ship. The contractor shall generate or update quality assurance plans and procedures and conduct audits and reviews of the program plans, processes, procedures and products. The contractor shall report and track all deviations and recommendations.

The contractor shall be certified by the American Society of Quality at contract award or achieve that certification six months after award. The contractor shall comply with all applicable government CM and QA directives, plans and procedures.

C.3 <u>TECHNICAL SUPPORT REQUIREMENTS FOR ALL</u> PROGRAMS/SYSTEMS

C.3.1 <u>ELECTRONIC DOCUMENTATION/DATA MANAGEMENT/DATA</u> <u>BASES/WEB SITE SUPPORT</u>

The Contractor shall establish and maintain documentation, data bases, displays, technical libraries and automated systems that support them. This will include, but is not limited to: historical; issues/problems; technology; presentations; funding profiles, and intelligence.

Technical Library support will involve data/document search and retrieval, generating accession reports, conducting inventories and producing inventory reports, developing and maintaining

Standard Library Operating Procedures, disposing of outdated/superseded material, material distribution and reproduction.

The contractor shall perform editorial and quality assurance review of documentation, maintain configuration management information, maintain files of technical and programmatic documentation.

The Contractor will design, implement, operate, maintain and/or update Web Page content on Web Sites as required.

C.3.2 GENERAL SUPPORT

The contractor shall be required to support all technical requirements of this contract by: preparing point papers, information status reports, Situation Reports (SITREP), User Manuals, technical reviews/reports, presentations, facility drawings/diagrams; provide reproductive services for project documentation, distribute documentation, and planning/operational aids such as schedule or milestone charts (using various applications such as Microsoft Word, Corel WordPerfect, PowerPoint, VISIO, CorelDraw, Microsoft Project, Stanford Graphics) and in various forms such as hardcopy (black and white and color), viewgraphs and electronic formats; attend/coordinate Progress Reviews, Preliminary Design Reviews, Critical Design Reviews or other meeting and reviews and develop agendas, record minutes and action items and distribute.

The contractor shall design, develop, update and maintain databases as requested for tracking status and actions associated with equipment, personnel, information, facilities, and tasking actions.

The contractor shall support Technology Information Center and other War Room operations by providing the following: populate and maintain War Room information including preparation and assembly of displays and presentation aids; manage access; generate agendas; meeting schedules and meeting minutes; action item tracking, and general operations oversight.

The contractor shall be required to be knowledgeable of DOD Security Regulations/Guidelines and NSWCDD internal classified document/product control procedures as well as document/product handling and transmittal policies and procedures.

The contractor shall be required to enhance, maintain, troubleshoot and administer classified and unclassified non-NMCI or legacy computer, workstation and personal computer systems, networking equipment and peripheral or support equipment, and application software problems and resolve any such problems.

The contractor will also support the accreditation of such systems including data gathering, request submission and pertinent required information.

The contractor shall establish and maintain a Quality Control Program for all products/data generated under this contract which will ensure quality and consistent products.

The contractor shall provide business office support in the areas of budget development, planning, estimation and execution including tracking functions of expenditures, variances and metrics.

The contractor shall provide one consolidated web based contract reporting/tracking capability across all tasking in the contract. If more than one contractor is performing under the contract only one web site address will be utilized and all information presented will appear seamless. Controlled access and structured privileges to this web based capability will be made available to the Contracting Office, the COR and task leaders.

C.4 HARDWARE/SOFTWARE REQUIREMENTS

The Contractor is expected to provide his work force state of the art/capable workstations and personal computers and appropriate software sufficient in number to support the tasking described above.

Hardware required would include, but is not limited to: IBM compatible personal computers, POWERMACs, SGI workstations, Laser Printers, Color Printers, Color Scanners, Ink Jet Plotters (E size), Color Copier.

Software required would include, but is not limited to, the current version/upgrade of: Windows 2000, MS Office 2000, Corel WordPerfect Suite 10, MS Project 2000, Corel Draw 10, Stanford Graphics, MacOS, Canvas 8, Photoshop 6, C, C++, UNIX, FORTRAN, Pascal, Ada, CMS-2 (Assembly and HL), SimDraw, ModSim, MATLAB, MATLAB Mapping Toolbox, Open Inventor (SGI), IMSL mathematics and statistics libraries.

C.5 TRAVEL REQUIREMENTS

Contractor Personnel may be required to travel to other sites to support program activities. When travel is required, the contractor shall provide a trip report within 10 days after the completion of the trip. It is estimated that travel to the following destinations will be required during each **year** of performance over the life of the contract. Specific destinations, number of people, number of days, and number of trips will be identified at the task order level.

Destination

Extended (Overnight)

Laurel, MD
Moorestown, NJ
Wallops Island, VA
Norfolk, VA
Florida
San Diego, CA
Other West Coast
Other East Coast Locations

Other Continental US Hawaii Europe Asia/Australia

Local

Washington D.C. Area

C.6 FACILITY ACCESS/GOVERNMENT PROVIDED SPACE

The Government will provide space for on-site support for participating organizations. Space to be provided for the performance of these efforts may include work areas, containing as a minimum, a desk, a chair, and where applicable, a computer work station. The number of on-site personnel will be determined by individual task order.

C.7 SECURITY

Access to classified spaces and generation of classified material shall be in accordance with the attached DD Form 254.

C.8 CONTRACTOR MANAGEMENT AND SUPERVISION

The contractor shall provide sufficient on-site supervision to assure all personnel work instructions and schedules originate with the contractor rather than the government technical office. This supervision shall assure that the contractor's personnel are not assigned work instructions and schedules outside the statement of work. Any perceived conflicts with the statement of work shall be directed to the Contracting Officer's Representative (COR).

In accordance with C.3.2, the contractor shall submit a monthly progress and status report by task order. The report shall reflect both prime and subcontractor data, if applicable.

It is desired throughout the course of this contract, that the contractor personnel maintain state-of-the-art awareness of technology processes. In order to do so, it may be necessary for the contractor to attend seminars, classes, conferences, etc. in the performance of individual task orders. The contractor must have written approval from the COR, in advance of the actual training schedule, in order to bill the training as an other direct cost against the task order.

C.9 NON-DISCLOSURE STATEMENTS

Contractor personnel will be required, from time to time, to sign non-disclosure statements as applicable to each task order. The COR/Contract Specialist will notify the contractor of the number and type of personnel that will need to sign the nondisclosure statement.

DATA DELIVERABLES

Contract Data Requirements Lists (CDRLs) are provided as an attachment to this solicitation. Individual task orders will reflect their unique data requirements by reference to this document. Specific titles, frequency, due dates, distribution, and other special requirements will be reflected in the task orders.

STATEMENT OF WORK CLIN 0002 DETECT/ENGAGE PROGRAMS/SYSTEMS

C.1 GENERAL SCOPE OF WORK

The contractor shall provide technical assistance to the Theater Warfare Systems Department, Naval Surface Warfare Center Dahlgren Division (NSWCDD) in the following functional areas: Engineering/Systems Engineering/Planning Support; Warfare and Systems Analysis/Assessment Support; Cost and Affordability Analysis Support; Modeling and Simulation Support; Software Engineering/Computer Program Support; Configuration Management/Quality Assurance Support; Electronic Documentation/Data Management/Databases/Website Support; and General Support.

Technical support activities are divided into three program/system categories: Control Programs/Systems, Detect/Engage Programs/Systems and Missile Defense/Interoperability/Fleet Level Assessments/Intelligence Programs/Systems. These categories shall include technical efforts relative to numerous Navy and/or Joint programs and/or programmatic thrusts such as: Theater Air Defense; Theater Ballistic Missile Defense; National Missile Defense; Battle Management Command; Control and Communication; Land Attack Cruise Missile; Expeditionary Warfare; Ship Combat/Warfighting systems; Command, Control; Communications; Computers; Intelligence; Surveillance and Reconnaissance systems; Naval Surface Fire Support; Network Centric systems; Software systems; New Ship Platforms (e.g., DD-X, LPD-17, CV-X, CG-X); Geodesy and Space systems, and Data Communications. The contractor is expected to orient the engineering tasking toward system integration and interoperability activities associated with the warfighting systems listed in order to eliminate or reduce stovepipe thinking.

This technical support will require extensive knowledge/experience of Navy/Joint systems and programs in the areas of: engineering; systems engineering; systems integration; warfare and systems analysis; system operation; system test/ Independent Verification and Validation (IV&V)/certification; cost and affordability analysis; evaluations; assessments; signal processing; computer programs; modeling and simulations; configuration management; quality assurance; workstations/personal computer systems, and data management and presentation.

Under certain conditions, it will be necessary for the contractor to cooperate with another contractor in order to accomplish a task that, due to its complexity, or multi-system relationship, cannot be completed within the context of this contract. In this circumstance, tasking would be provided to each contractor with one of the contractors being given lead responsibility for providing final product(s) while the other contractor provides support within the context of their respective contract.

Statement of Work tasking shall apply to any future programs/efforts that fall under the cognizance of the Theater Warfare Systems Department.

C.2 <u>TECHNICAL SUPPORT REQUIREMENTS FOR DETECT/ENGAGE</u> PROGRAMS/SYS TEMS

Specific Detect/Engage Programs/Systems which will be covered include: Advanced Field Artillery Tactical Data System (AFATDS); Supporting Arms Coordination Center (SACC); Land Attack Warfare (LAW); Naval Fires Control System (NFCS); Advanced Tomahawk Weapon System (ATWCS); Gun Computing Control System (GCS); Gun Weapon System (GWS); Tactical Tomahawk (TACTOM); Common Land Attack Warfare System (CLAWS); SPY-1 (and Variants); SPY-3; Advanced Radars; Advanced Integrated Electronic Warfare System (AIEWS); AN/SLQ-32; MK 53 Decoy Launching System; Infrared Search and Track (IRST); Naval Fires Network (NFN), Precise Tactical Targeting (PTT); Space-Based Infrared System (SBIRS), and CobraJudy Replacement Radars.

C.2.1 ENGINEERING/SYSTEM ENGINEERING/PLANNING SUPPORT

The contractor shall generate detailed engineering studies, reviews, White Papers and related documentation for Detect/Engage Programs/Systems.

These studies, White Papers and plans could relate to such areas as: requirements determination and evaluation; functional analysis; threats; system design; system architectures; system engineering; system/component selection and tradeoffs; potential new systems or technology; performance tradeoffs; costs; Human Machine Interface (HMI); operational tradeoffs; risk management; system interface/interoperability; design tradeoffs; Capabilities and Limitations (CAPS & LIMS); Return on Investment Trades; Tactics; Techniques and Procedures (TTP); Doctrine; Tactical Memoranda (TACMEMO); test and evaluation; program management/acquisition; development and test schedules, and metrics on various functional areas such as requirements, design and development.

Typical documentation required or products produced could be, but are not limited to: Program Management Plans; Plan of Actions and Milestones (POA&M); Acquisition Plans/Strategies; System Engineering Plans; Operational Requirements Documents; System Requirements Documents; Cornerstone Requirements Documents; Segment/System/Subsystem Specifications; Performance and Capability Requirements Documents; System Engineering Management Plans (SEMP); Concepts of Operations (CONOPS); Test and Evaluation Master Plans (TEMP); Master Test Plan (MTP); Certification Plan; Test/Exercise Plans; System Level Integration Plans; Operational Sequence Diagrams; Project Requirements Database Report; System Design Documents; Critical Item Development Specifications; Interface Control Documents; Functional Description Documents; Functional Flow Diagrams; Data Analysis Plans.

C.2.2 WARFARE AND SYSTEMS ANALYSIS/ASSESSMENT SUPPORT

The contractor shall provide analysis and assessment support for Detect/Engage Programs/Systems utilizing parametric and standard methodologies and techniques.

Areas or types of analysis and assessment could include: mathematical and scientific - from validation to development of mathematical formulations and algorithms; requirements;

functional; threat; cost and affordability; performance; technical feasibility/improvements, and operational effectiveness.

Typical documentation or products produced could be, but are not limited to: functional analysis, functional flows and functional description documents; validation of mathematical formulations such as state vector, covariance and trajectory computations; broad systems and mission analysis studies including Cost and Operational Effectiveness Analyses (COEA) or Analysis of Alternatives (AOA); system level performance/capability analyses; POM mission area assessments; technology improvement analyses; Measures of Effectiveness, Measures of Performance.

The contractor may be required to develop, modify, redesign, convert and/or utilize existing software to perform mathematical analyses. An example could be the development of a radar propagation model. Computer languages such as but not limited to FORTRAN, C, Ada, MODSIM, MATLAB, MATLAB Mapping Toolbox , PASCAL and operating systems such as but not limited to UNIX, Linux, Windows, VMS, and MacOS, and hardware description languages such as but not limited to VHDL will be employed and will be driven by requirements.

C.2.3 COST AND AFFORDABILITY ANALYSIS

The contractor shall provide cost and affordability analysis support for Detect/Engage Programs/Systems.

This analysis will include life cycle cost estimating; Cost as an Independent Variable (CAIV), Total Ownership Cost Reduction Plans, Analysis of Alternatives (AOA), historical data collection; parametric, analogous and/or engineering cost estimating; cost performance tradeoffs; Return on Investment, Cost Estimating Relationships (CER) development and application for recurring, non-recurring, development, production and support costs; cost model development; cost risk assessment; force structure costing; and, the use of other cost models and techniques. The contractor shall update existing models and may develop new models to assist in cost estimation.

C.2.4 MODELING AND SIMULATION

The contractor shall provide modeling and simulation support for Detect/Engage Programs/Systems.

Areas or types of modeling and simulation support could include, but are not limited to: programming support for the design, modification upgrade and/or conversion of simulations or models; requirements/performance assessments and analysis; interoperability analysis; acquisition strategies; predictive, execution support including console operations, scenario development, regression test development, exercise participation, exercise setup and pre-test including communications to external links/facilities, force structure modeling, data/output analyses, hot wash-up reports, and submission/investigation/resolution of trouble reports.

Typical models/simulations used could be, but are not limited to: the Multi-Warfare Analysis and Research System (MARS); Tactical Situation Display (TSD); Interactive Constructive Environment (ICE); the Kinematic Interceptor Model (KIM); the Extended Air Defense Simulation (EADSIM); Multiple Units Link-11 Test and Operational Training System (MULTOTS); Kinetic Warhead 6 Degree of Freedom model; Radar Analysis Program (RAP); Enhanced Radar Data Display System (ERDDS); AUTOEVAL Rule Based Analysis System; the System Effectiveness Simulation (SESIM), and numerous wraparound/real-time simulations for tactical systems such as SPY-1, GWS and AEGIS. Support shall include pre- and post-processors and will require the use of languages such as: MODSIM, PASCAL, C, C++, Ada, UNIX, SimDraw and Open Inventor among others. Analysis of system performance may require the development of special software routines typically in FORTRAN, C, C++, Ada, UNIX, MATHCAD, EXCEL or MATLAB. The contractor shall support the Modeling and Simulation Focus Center in the areas of programming/analysis, administration, configuration management, user assistance.

C.2.5 SOFTWARE ENGINEERING/COMPUTER PROGRAM SUPPORT

The contractor shall provide software/firmware/information systems engineering support in all phases of computer program development including: requirements analysis; design; code; test; problem resolution analysis; integration and system administration for computer programs; databases and information systems associated with tactical, simulation/stimulation and support systems for Detect/Engage Programs/Systems.

Tasking could apply to new developments, modifications to existing computer programs/firmware/databases/information systems, and rehosting of existing programs/firmware/databases.

The contractor may be tasked to recommend and/or research new or modified techniques for computer program/firmware/information systems development, translate these techniques into specifications for automated tool development and to develop the automated tools.

The contractor shall be tasked with supporting various test events/cycles on any of the computer programs/firmware/information systems including, but not limited to: Element/System test, Radio Frequency Isolation Self Test (for FMS ships/sites); IV&V; Certification tests; System Integration Tests; Data Link Tests; Combat System Integration Tests; Battle Group Systems Integration Tests, and Battle Force Interoperability Tests. This support might include: test planning/preparation, test conduct, test witnessing, test data recording/reduction/analysis, and test reporting.

The contractor may be required to support these types of test events which are conducted at numerous land based test sites including, but not limited to: local Dahlgren Laboratory land based test sites and labs; Wallops Island; development contractor sites; training sites; government land based test sites, and on-board ship.

The contractor shall be required to generate/update the necessary program documentation such as: Software Development Plan (SDP); Software Requirements Specification (SRS); Software

Design Specification (SDS); Software Design Document (SDD); Interface Requirements Specification (IRS); Interface Design Document (IDD); Data Base Design Document (DBDD); Computer Program Configuration Items (CPCI); Software Performance Specification (SPS); Firmware Requirements Documents (FRD); Quality Assurance Plans (QAP), Independent Verification and Validation (IV&V) Test Plans and Procedures; Developmental Test (DT) Plans; System Safety Plans; Version Description Documents (VDD); Revision Description Documents (RDD); Certification Test Plans and Procedures; Test Observation Reports (TOR); Operator's Manuals (OM); Engineering Change Proposals (ECP); Specification Change Notices (SCN); Software Change Proposals (SCP); Advanced Change Study Notices (ASCN); Interface Change Requests (ICR); Firmware Change Requests (FCR); Trouble Reports (TR), and Requests for Deviations/Waivers (RFDs/RFWs).

The contractor shall perform Data Extraction (DX), Data Reduction (DR) and Data Analysis (DA) to support problem isolation, resolution and verification of test results and will utilize analysis systems such as Coordinated Battleforce Replay and Analysis (COBRA).

The contractor shall demonstrate to the government that delivered programs/firmware/databases/information systems meet the requirements, are properly documented and are fully operational. Typical programming languages utilized could be, but are not limited to: CMS-2 assembly and High level, Ada, C, C++, FORTRAN, and Pascal. The contractor shall utilize software support systems/applications such as, but not limited to, Green Hills, VxWorks, McCabe Complexity, Computer Associates TeamWork, Rational Clearcase, Dynamic Object Oriented Requirements System (DOORS).

The contractor shall design, develop and/or apply Computer Aided Software Engineering (CASE) techniques and tools for new or product-improved combat system computer programs and documentation, and when required, determine the most effective technical approach for implementing the use of these tools.

The contractor shall develop, upgrade or support simulations and tools for operational systems, developmental test beds and prototype systems. The contractor shall provide system administration support for programs/databases/firmware/information systems/network systems which will include, but is not limited to: system accreditation; operating and maintaining systems; performing backups; maintaining logs, and system scheduling.

The contractor shall provide operator training, indoctrination, various training guides and documentation for new or upgraded systems at land based test sites, on-board ships or at other contractor, government sites and in the case of Foreign Military Sales, at various foreign government sites or ships, as required. The Contractor may be tasked to support operations of one or more of the Detect/Engage systems and related support systems such as switching, communications, wrap around simulation programs (WASP), test equipment, data collection systems, and training systems. This operations support might occur at various Land Based Test Sites or on board ship.

The contractor shall be knowledgeable in SEI's Software Capability Maturity Model and shall institute an internal program that supports continuous software process improvement. The

contractor will have at least a Level 2 CMM rating at contract award or will achieve the rating within six months after award and will work toward achieving Level 3. Additionally, it is desirable that the contractor achieve the SEI Capability Maturity Model Integration (CMMI) Level 2 and be working toward Level 3 since this would replace the requirement for CMM ratings. The contractor shall support the government in identifying, defining and capturing process improvements for Navy computer programs and shall recommend process improvements.

C.2.6 CONFIGURATION MANAGEMENT/QUALITY ASSURANCE

The contractor shall provide Configuration Management (CM) and Quality Assurance (QA) support for Detect/Engage Programs/Systems. The contractor shall perform these functions at numerous government test sites and possibly development contractor sites, including, but not limited to: numerous facilities/labs at Dahlgren, Virginia; Combat System Engineering Development Site (CSEDS) at Moorestown, N.J.; NSWCDD, Dam Neck, VA; Ship Combat Systems Center (SCSC) at Wallops Island, VA, and Integrated Combat System Test Department (ICSTD) at San Diego, CA. This will include attending relevant planning, requirements, design and test meetings, status/progress reviews and participating on Local Configuration Control Boards (LCCB), Software Change Control Boards (SCCB), Joint Problem Review Boards (JPRB), Firmware Change Control Boards (FCCB), Interface Control Working Groups (ICWG), and Technical Review Teams.

The contractor shall generate meeting notes, agendas, action items and coordinate comments and maintain document/data archives.

The contractor shall prepare software program builds for release to test facilities or the Fleet. This will include ensuring that: the build loads and executes properly; all appropriate documentation is part of the delivery; product QA had been performed, necessary shipping/transmittal documents are prepared; and, adequate configuration and status accounting information/data bases are maintained.

The contractor might also be required to support the installation of these software builds at test sites or on-board ship. The contractor shall generate or update quality assurance plans and procedures and conduct audits and reviews of the program plans, processes, procedures and products. The contractor shall report and track all deviations and recommendations.

The contractor shall be certified by the American Society of Quality at contract award or achieve that certification six months after award. The contractor shall comply with all applicable government CM and QA directives, plans and procedures.

C.3 <u>TECHNICAL SUPPORT REQUIREMENTS FOR ALL</u> PROGRAMS/SYSTEMS

C.3.1 <u>ELECTRONIC DOCUMENTATION/DATA MANAGEMENT/DATA</u> BASES/WEB SITE SUPPORT

The Contractor shall establish and maintain documentation, data bases, displays, technical libraries and automated systems that support them. This will include, but is not limited to: historical; issues/problems; technology; presentations; funding profiles, and intelligence.

Technical Library support will involve data/document search and retrieval, generating accession reports, conducting inventories and producing inventory reports, developing and maintaining Standard Library Operating Procedures, disposing of outdated/superseded material, material distribution and reproduction.

The contractor shall perform editorial and quality assurance review of documentation, maintain configuration management information, maintain files of technical and programmatic documentation.

The Contractor will design, implement, operate, maintain and/or update Web Page content on Web Sites as required.

C.3.2 GENERAL SUPPORT

The contractor shall be required to support all technical requirements of this contract by: preparing point papers, information status reports, Situation Reports (SITREP), User Manuals, technical reviews/reports, presentations, facility drawings/diagrams; provide reproductive services for project documentation, distribute documentation, and planning/operational aids such as schedule or milestone charts (using various applications such as Microsoft Word, Corel WordPerfect, PowerPoint, VISIO, CorelDraw, Microsoft Project, Stanford Graphics) and in various forms such as hardcopy (black and white and color), viewgraphs and electronic formats; attend/coordinate Progress Reviews, Preliminary Design Reviews, Critical Design Reviews or other meeting and reviews and develop agendas, record minutes and action items and distribute.

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The contractor shall support Technology Information Center and other War Room operations by providing the following: populate and maintain War Room information including preparation and assembly of displays and presentation aids; manage access; generate agendas; meeting schedules and meeting minutes; action item tracking, and general operations oversight.

The contractor shall be required to be knowledgeable of DOD Security Regulations/Guidelines and NSWCDD internal classified document/product control procedures as well as document/product handling and transmittal policies and procedures.

The contractor shall be required to enhance, maintain, troubleshoot and administer classified and unclassified non-NMCI or legacy computer, workstation and personal computer systems,

networking equipment and peripheral or support equipment, and application software problems and resolve any such problems.

The contractor will also support the accreditation of such systems including data gathering, request submission and pertinent required information.

The contractor shall establish and maintain a Quality Control Program for all products/data generated under this contract which will ensure quality and consistent products.

The contractor shall provide business office support in the areas of budget development, planning, estimation and execution including tracking functions of expenditures, variances and metrics.

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C.4 HARDWARE/SOFTWARE REQUIREMENTS

The Contractor is expected to provide his work force state of the art/capable workstations and personal computers and appropriate software sufficient in number to support the tasking described above.

Hardware required would include, but is not limited to: IBM compatible personal computers, POWERMACs, SGI workstations, Laser Printers, Color Printers, Color Scanners, Ink Jet Plotters (E size), Color Copier.

Software required would include, but is not limited to, the current version/upgrade of: Windows 2000, MS Office 2000, Corel WordPerfect Suite 10, MS Project 2000, Corel Draw 10, Stanford Graphics, MacOS, Canvas 8, Photoshop 6, C, C++, UNIX, FORTRAN, Pascal, Ada, CMS-2 (Assembly and HL), SimDraw, ModSim, MATLAB, MATLAB Mapping Toolbox, Open Inventor (SGI), IMSL mathematics and statistics libraries.

C.5 TRAVEL REQUIREMENTS

Contractor Personnel may be required to travel to other sites to support program activities. When travel is required, the contractor shall provide a trip report within 10 days after the completion of the trip. It is estimated that travel to the following destinations will be required during each **year** of performance over the life of the contract. Specific destinations, number of people, number of days, and number of trips will be identified at the task order level.

Destination

Extended (Overnight)

Laurel, MD
Moorestown, NJ
Wallops Island, VA
Norfolk, VA
Florida
San Diego, CA
Other West Coast
Other East Coast
Other Continental US
Hawaii
Europe
Asia/Australia

Local

Washington D.C. Area

C.6 FACILITY ACCESS/GOVERNMENT PROVIDED SPACE

The Government will provide space for on-site support for participating organizations. Space to be provided for the performance of these efforts may include work areas, containing as a minimum, a desk, a chair, and where applicable, a computer work station. The number of on-site personnel will be determined by individual task order.

C.7 SECURITY

Access to classified spaces and generation of classified material shall be in accordance with the attached DD Form 254.

C.8 CONTRACTOR MANAGEMENT AND SUPERVISION

The contractor shall provide sufficient on-site supervision to assure all personnel work instructions and schedules originate with the contractor rather than the government technical office. This supervision shall assure that the contractor's personnel are not assigned work instructions and schedules outside the statement of work. Any perceived conflicts with the statement of work shall be directed to the Contracting Officer's Representative (COR).

In accordance with C.3.2, the contractor shall submit a monthly progress and status report by task order. The report shall reflect both prime and subcontractor data, if applicable.

It is desired throughout the course of this contract, that the contractor personnel maintain state-of-the-art awareness of technology processes. In order to do so, it may be necessary for the contractor to attend seminars, classes, conferences, etc. in the performance of individual task orders. The contractor must have written approval from the COR, in advance of the actual training schedule, in order to bill the training as an other direct cost against the task order.

C.9 NON-DISCLOSURE STATEMENTS

Contractor personnel will be required, from time to time, to sign non-disclosure statements as applicable to each task order. The COR/Contract Specialist will notify the contractor of the number and type of personnel that will need to sign the nondisclosure statement.

DATA DELIVERABLES

Contract Data Requirements Lists (CDRLs) are provided as an attachment to this solicitation. Individual task orders will reflect their unique data requirements by reference to this document. Specific titles, frequency, due dates, distribution, and other special requirements will be reflected in the task orders.

STATEMENT OF WORK CLIN 0003 MISSILE DEFENSE/INTEROPERABILITY/FLEET LEVEL ASSESSMENTS/INTELLIGENCE PROGRAMS/SYSTEMS

C.1 GENERAL SCOPE OF WORK

The contractor shall provide technical assistance to the Theater Warfare Systems Department, Naval Surface Warfare Center Dahlgren Division (NSWCDD) in the following functional areas: Engineering/Systems Engineering/Planning Support; Warfare and Systems Analysis/Assessment Support; Cost and Affordability Analysis Support; Modeling and Simulation Support; Software Engineering/Computer Program Support; Configuration Management/Quality Assurance Support; Electronic Documentation/Data Management/Databases/Website Support; and General Support.

Technical support activities are divided into three program/system categories: Control Programs/Systems, Detect/Engage Programs/Systems and Missile Defense/Interoperability/Fleet Level Assessments/Intelligence Programs/Systems. These categories shall include technical efforts relative to numerous Navy and/or Joint programs and/or programmatic thrusts such as: Theater Air Defense; Theater Ballistic Missile Defense; National Missile Defense; Battle Management Command; Control and Communication; Land Attack Cruise Missile; Expeditionary Warfare; Ship Combat/Warfighting systems; Command, Control; Communications; Computers; Intelligence; Surveillance and Reconnaissance systems; Naval Surface Fire Support; Network Centric systems; Software systems; New Ship Platforms (e.g., DD-X, LPD-17, CV-X, CG-X); Geodesy and Space systems, and Data Communications. The contractor is expected to orient the engineering tasking toward system integration and interoperability activities associated with the warfighting systems listed in order to eliminate or reduce stovepipe thinking.

This technical support will require extensive knowledge/experience of Navy/Joint systems and programs in the areas of: engineering; systems engineering; systems integration; warfare and systems analysis; system operation; system test/ Independent Verification and Validation (IV&V)/certification; cost and affordability analysis; evaluations; assessments; signal processing; computer programs; modeling and simulations; configuration management; quality assurance; workstations/personal computer systems, and data management and presentation.

Under certain conditions, it will be necessary for the contractor to cooperate with another contractor in order to accomplish a task that, due to its complexity, or multi-system relationship, cannot be completed within the context of this contract. In this circumstance, tasking would be provided to each contractor with one of the contractors being given lead responsibility for providing final product(s) while the other contractor provides support within the context of their respective contract.

Statement of Work tasking shall apply to any future programs/efforts that fall under the cognizance of the Theater Warfare Systems Department.

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C.2 <u>TECHNICAL SUPPORT REQUIREMENTS FOR MISSILE</u> <u>DEFENSE/INTEROPERABILITY/FLEET LEVEL ASSESSMENTS/INTELLIGENCE</u> PROGRAMS/SYSTEMS

Specific Control Programs/Systems which will be covered include: Theater Ballistic Missile Defense (TBMD) and related programs/systems such as Sea-based Midcourse Defense (SMD); Ground Based Midcourse Defense System (GMD); Sea-based Terminal Defense (STD); Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR) Systems; Supporting Intelligence Office (SIO); Special Security Office (SSO); Distributed Engineering Plant (DEP); Joint Distributed Engineering Plant (JDEP); Battle Management, Command, Control, Communications, Computers and Intelligence (BMC4I); Joint Theater Air and Missile defense (JTAMD); Joint Warrior Interoperability Demonstrations (JWID); Theater Air and Missile Defense (TAMD); Battle Force Team Trainer (BFTT); Orbit Mensuration & Navigation Improvement System (OMNIS); Joint Interface Control Officer (JICO).

C.2.1 ENGINEERING/SYSTEM ENGINEERING/PLANNING SUPPORT

The contractor shall generate detailed engineering studies, reviews, White Papers and related documentation for Missile Defense/Interoperability/Fleet Level Assessment/Intelligence Programs/Systems.

These studies, White Papers and plans could relate to such areas as: requirements determination and evaluation; functional analysis; threats; force level design; force level architectures; system engineering; force/system selection and tradeoffs; potential new systems or technology; performance tradeoffs; costs; Human Machine Interface (HMI); operational tradeoffs; risk management; force/system interface/interoperability; design tradeoffs; Capabilities and Limitations (CAPS & LIMS); Return on Investment Trades; Tactics; Techniques and Procedures (TTP); Doctrine; Tactical Memoranda (TACMEMO); test and evaluation; program management/acquisition; development and test schedules, and metrics on various functional areas such as requirements, design and development.

Typical documentation required or products produced could be, but are not limited to: Program Management Plans; Plan of Actions and Milestones (POA&M); Acquisition Plans/Strategies; System Engineering Plans (for systems of systems); Operational Requirements Documents; Force/System Requirements Documents; Cornerstone Requirements Documents; Performance and Capability Requirements Documents; System Engineering Management Plans (SEMP); Concepts of Operations (CONOPS); Test and Evaluation Master Plans (TEMP); Master Test Plan (MTP); Certification Plan; Test/Exercise Plans; Force Level Integration Plans; Operational Sequence Diagrams; Project Requirements Database Report; Critical Item Development Specifications; Interface Control Documents; Functional Description Documents; Functional Flow Diagrams; Data Analysis Plans, and C4ISR Architectural Framework Views.

C.2.2 WARFARE AND SYSTEMS ANALYSIS/ASSESSMENT SUPPORT

The contractor shall provide analysis and assessment support for Missile Defense/Interoperability/Fleet Level Assessment/Intelligence Programs/Systems utilizing parametric and standard methodologies and techniques.

Areas or types of analysis and assessment could include: mathematical and scientific - from validation to development of mathematical formulations and algorithms; requirements; functional; threat; cost and affordability; performance; technical feasibility/improvements, and operational effectiveness.

Typical documentation or products produced could be, but are not limited to: functional analysis, functional flows and functional description documents; validation of mathematical formulations such as state vector, covariance and trajectory computations; broad systems and mission analysis studies including Cost and Operational Effectiveness Analyses (COEA) or Analysis of Alternatives (AOA); force level performance/capability analyses; POM mission area assessments; technology improvement analyses; joint/theater level operational effectiveness analyses, Measures of Effectiveness, Measures of Performance.

The contractor may be required to develop, modify, redesign, convert and/or utilize existing software to perform mathematical analyses. Computer languages such as but not limited to FORTRAN, C, Ada, MODSIM, MATLAB, MATLAB Mapping Toolbox , PASCAL and operating systems such as but not limited to UNIX, Linux, Windows, VMS, and MacOS, and hardware description languages such as but not limited to VHDL will be employed and will be driven by requirements. The contractor may be required to develop and interpret operational areas for TBMD system alternatives.

C.2.3 COST AND AFFORDABILITY ANALYSIS

The contractor shall provide cost and affordability analysis support for Missile Defense/Interoperability/Fleet Level Assessment/Intelligence Programs/Systems.

This analysis will include life cycle cost estimating; Cost as an Independent Variable (CAIV), Total Ownership Cost Reduction Plans, Analysis of Alternatives (AOA), historical data collection; parametric, analogous and/or engineering cost estimating; cost performance tradeoffs; Return on Investment, Cost Estimating Relationships (CER) development and application for recurring, non-recurring, development, production and support costs; cost model development; cost risk assessment; force structure costing; and, the use of other cost models and techniques. The contractor shall update existing models and may develop new models to assist in cost estimation.

C.2.4 MODELING AND SIMULATION

The contractor shall provide modeling and simulation support for Missile Defense/Interoperability/Fleet Level Assessment/Intelligence Programs/Systems.

Areas or types of modeling and simulation support could include, but are not limited to: programming support for the design, modification upgrade and/or conversion of simulations or models; requirements/performance assessments and analysis; interoperability analysis; acquisition strategies; predictive, execution support including console operations, scenario development, regression test development, exercise participation, exercise setup and pre-test including communications to external links/facilities, force structure modeling, data/output analyses, hot wash-up reports, and submission/investigation/resolution of trouble reports.

Typical models/simulations used could be, but are not limited to: the Multi-Warfare Analysis and Research System (MARS); Interactive Constructive Environment (ICE); the Fleet AAW Model for Comparison of Tactical Systems (FACTS); the Extended Air Defense Test Bed (EADTB); the Kinematic Interceptor Model (KIM); the Extended Air Defense Simulation (EADSIM); Kinetic Warhead 6 Degree of Freedom model; Force Operational Readiness Combat Effectiveness Simulation (FORCES); TBMD Operational Analysis System Tool (TOAST); AUTOEVAL Rule Based Analysis System; the System Effectiveness Simulation (SESIM), and numerous wraparound/real-time simulations for Fleet units/operations. Support shall include pre- and post-processors and will require the use of languages such as: MODSIM, PASCAL, C, C++, Ada, UNIX, SimDraw and Open Inventor among others. Analysis of system performance may require the development of special software routines typically in FORTRAN, C, C++, Ada, UNIX, MATHCAD, EXCEL or MATLAB. The contractor shall support the Modeling and Simulation Focus Center in the areas of programming/analysis, administration, configuration management, user assistance.

C.2.5 SOFTWARE ENGINEERING/COMPUTER PROGRAM SUPPORT

The contractor shall provide software/firmware/information systems engineering support in all phases of computer program development including: requirements analysis; design; code; test; problem resolution analysis; integration and system administration for computer programs; databases and information systems associated with simulation/stimulation and support systems for support for Missile Defense/Interoperability/Fleet Level Assessment/Intelligence Programs/Systems.

Tasking could apply to new developments, modifications to existing computer programs/firmware/databases/information systems, and rehosting of existing programs/firmware/databases.

The contractor may be tasked to recommend and/or research new or modified techniques for computer program/firmware/information systems development, translate these techniques into specifications for automated tool development and to develop the automated tools.

The contractor shall be tasked with supporting various test events/cycles on any of the computer programs/firmware/information systems including, but not limited to: Element/System test, IV&V; Certification tests; System Integration Tests; Data Link Tests; Combat System Integration Tests; Battle Group Systems Integration Tests, and Battle Force Interoperability Tests. This support might include: test planning/preparation, test conduct, test witnessing, test data recording/reduction/analysis, and test reporting.

The contractor may be required to support these types of test events which are conducted at numerous land based test sites including, but not limited to: local Dahlgren Laboratory land based test sites and labs; Wallops Island; development contractor sites; training sites; government land based test sites, and on-board ship.

The contractor shall be required to generate/update the necessary program documentation such as: Software Development Plan (SDP); Software Requirements Specification (SRS); Software Design Specification (SDS); Software Design Document (SDD); Interface Requirements Specification (IRS); Interface Design Document (IDD); Data Base Design Document (DBDD); Computer Program Configuration Items (CPCI); Software Performance Specification (SPS); Firmware Requirements Documents (FRD); Quality Assurance Plans (QAP), Independent Verification and Validation (IV&V) Test Plans and Procedures; Developmental Test (DT) Plans; System Safety Plans; Version Description Documents (VDD); Revision Description Documents (RDD); Certification Test Plans and Procedures; Test Observation Reports (TOR); Operator's Manuals (OM); Engineering Change Proposals (ECP); Specification Change Notices (SCN); Software Change Proposals (SCP); Advanced Change Study Notices (ASCN); Interface Change Requests (ICR); Firmware Change Requests (FCR); Trouble Reports (TR), and Requests for Deviations/Waivers (RFDs/RFWs).

The contractor shall perform Data Extraction (DX), Data Reduction (DR) and Data Analysis (DA) to support problem isolation, resolution and verification of test results and will utilize analysis systems such as Coordinated Battleforce Replay and Analysis (COBRA).

The contractor shall demonstrate to the government that delivered programs/firmware/databases/information systems meet the requirements, are properly documented and are fully operational. Typical programming languages utilized could be, but are not limited to: CMS-2 assembly and High level, Ada, C, C++, FORTRAN, and Pascal. The contractor shall utilize software support systems/applications such as, but not limited to, Green Hills, VxWorks, McCabe Complexity, Computer Associates TeamWork, Rational Clearcase, Dynamic Object Oriented Requirements System (DOORS).

The contractor shall design, develop and/or apply Computer Aided Software Engineering (CASE) techniques and tools for new or product-improved combat system computer programs and documentation, and when required, determine the most effective technical approach for implementing the use of these tools.

The contractor shall develop, upgrade or support simulations and tools for operational systems, developmental test beds and prototype systems. The contractor shall provide system administration support for programs/databases/firmware/information systems/network systems which will include, but is not limited to: system accreditation; operating and maintaining systems; performing backups; maintaining logs, and system scheduling.

The contractor shall provide operator training, indoctrination, various training guides and documentation for new or upgraded systems at land based test sites, on-board ships or at other contractor and government sites. The Contractor may be tasked to support operations of one or

more of the for Missile Defense/Interoperability/Fleet Level Assessment/Intelligence Programs/Systems and related support systems such as switching, communications, wrap around simulation programs (WASP), test equipment, data collection systems, and training systems. This operations support might occur at various Land Based Test Sites or on board ship.

The contractor shall be knowledgeable in SEI's Software Capability Maturity Model and shall institute an internal program that supports continuous software process improvement. The contractor shall support the government in identifying, defining and capturing process improvements for Navy computer programs and shall recommend process improvements.

C.2.6 CONFIGURATION MANAGEMENT/QUALITY ASSURANCE

The contractor shall provide Configuration Management (CM) and Quality Assurance (QA) support for Navy/Joint systems. The contractor shall perform these functions at numerous government test sites and possibly development contractor sites, including, but not limited to: numerous facilities/labs at Dahlgren, Virginia; Combat System Engineering Development Site (CSEDS) at Moorestown, N.J.; NSWCDD, Dam Neck, VA; Ship Combat Systems Center (SCSC) at Wallops Island, VA, and Integrated Combat System Test Department (ICSTD) at San Diego, CA. This will include attending relevant planning, requirements, design and test meetings, status/progress reviews and participating on Local Configuration Control Boards (LCCB), Software Change Control Boards (SCCB), Joint Problem Review Boards (JPRB), Firmware Change Control Boards (FCCB), Interface Control Working Groups (ICWG), and Technical Review Teams.

The contractor shall generate meeting notes, agendas, action items and coordinate comments and maintain document/data archives.

The contractor shall prepare software program builds for release to test facilities or the Fleet. This will include ensuring that: the build loads and executes properly; all appropriate documentation is part of the delivery; product QA had been performed, necessary shipping/transmittal documents are prepared; and, adequate configuration and status accounting information/data bases are maintained.

The contractor might also be required to support the installation of these software builds at test sites or on-board ship. The contractor shall generate or update quality assurance plans and procedures and conduct audits and reviews of the program plans, processes, procedures and products. The contractor shall report and track all deviations and recommendations.

The contractor shall be certified by the American Society of Quality at contract award or achieve that certification six months after award. The contractor shall comply with all applicable government CM and QA directives, plans and procedures.

C.3 <u>TECHNICAL SUPPORT REQUIREMENTS FOR ALL</u> PROGRAMS/SYSTEMS

C.3.1 <u>ELECTRONIC DOCUMENTATION/DATA MANAGEMENT/DATA</u> BASES/WEB SITE SUPPORT

The Contractor shall establish and maintain documentation, data bases, displays, technical libraries and automated systems that support them. This will include, but is not limited to: historical; issues/problems; technology; presentations; funding profiles, and intelligence.

Technical Library support will involve data/document search and retrieval, generating accession reports, conducting inventories and producing inventory reports, developing and maintaining Standard Library Operating Procedures, disposing of outdated/superseded material, material distribution and reproduction.

The contractor shall perform editorial and quality assurance review of documentation, maintain configuration management information, maintain files of technical and programmatic documentation.

The Contractor will design, implement, operate, maintain and/or update Web Page content on Web Sites as required.

C.3.2 GENERAL SUPPORT

The contractor shall be required to support all technical requirements of this contract by: preparing point papers, information status reports, Situation Reports (SITREP), User Manuals, technical reviews/reports, presentations, facility drawings/diagrams; provide reproductive services for project documentation, distribute documentation, and planning/operational aids such as schedule or milestone charts (using various applications such as Microsoft Word, Corel WordPerfect, PowerPoint, VISIO, CorelDraw, Microsoft Project, Stanford Graphics) and in various forms such as hardcopy (black and white and color), viewgraphs and electronic formats; attend/coordinate Progress Reviews, Preliminary Design Reviews, Critical Design Reviews or other meeting and reviews and develop agendas, record minutes and action items and distribute.

The contractor shall design, develop, update and maintain databases as requested for tracking status and actions associated with equipment, personnel, information, facilities, and tasking actions.

The contractor shall support Technology Information Center and other War Room operations by providing the following: populate and maintain War Room information including preparation and assembly of displays and presentation aids; manage access; generate agendas; meeting schedules and meeting minutes; action item tracking, and general operations oversight.

The contractor shall be required to be knowledgeable of DOD Security Regulations/Guidelines and NSWCDD internal classified document/product control procedures as well as document/product handling and transmittal policies and procedures.

The contractor shall be required to enhance, maintain, troubleshoot and administer classified and unclassified non-NMCI or legacy computer, workstation and personal computer systems,

networking equipment and peripheral or support equipment, and application software problems and resolve any such problems.

The contractor will also support the accreditation of such systems including data gathering, request submission and pertinent required information.

The contractor shall establish and maintain a Quality Control Program for all products/data generated under this contract which will ensure quality and consistent products.

The contractor shall provide business office support in the areas of budget development, planning, estimation and execution including tracking functions of expenditures, variances and metrics.

The contractor shall provide one consolidated web based contract reporting/tracking capability across all tasking in the contract. If more than one contractor is performing under the contract only one web site address will be utilized and all information presented will appear seamless. Controlled access and structured privileges to this web based capability will be made available to the Contracting Office, the COR and task leaders.

C.4 HARDWARE/SOFTWARE REQUIREMENTS

The Contractor is expected to provide his work force state of the art/capable workstations and personal computers and appropriate software sufficient in number to support the tasking described above.

Hardware required would include, but is not limited to: IBM compatible personal computers, POWERMACs, SGI workstations, Laser Printers, Color Printers, Color Scanners, Ink Jet Plotters (E size), Color Copier.

Software required would include, but is not limited to, the current version/upgrade of: Windows 2000, MS Office 2000, Corel WordPerfect Suite 10, MS Project 2000, Corel Draw 10, Stanford Graphics, MacOS, Canvas 8, Photoshop 6, C, C++, UNIX, FORTRAN, Pascal, Ada, CMS-2 (Assembly and HL), SimDraw, ModSim, MATLAB, MATLAB Mapping Toolbox, Open Inventor (SGI), IMSL mathematics and statistics libraries.

C.5 TRAVEL REQUIREMENTS

Contractor Personnel may be required to travel to other sites to support program activities. When travel is required, the contractor shall provide a trip report within 10 days after the completion of the trip. It is estimated that travel to the following destinations will be required during each **year** of performance over the life of the contract. Specific destinations, number of people, number of days, and number of trips will be identified at the task order level.

Destination

Extended (Overnight)

Laurel, MD
Moorestown, NJ
Wallops Island, VA
Norfolk, VA
Florida
San Diego, CA
Other West Coast
Huntsville, AL
Colorado Springs, CO
Other East Coast Locations
Other Continental US
Hawaii
Europe
Asia/Australia

Local

Washington D.C. Area

C.6 FACILITY ACCESS/GOVERNMENT PROVIDED SPACE

The Government will provide space for on-site support for participating organizations. Space to be provided for the performance of these efforts may include work areas, containing as a minimum, a desk, a chair, and where applicable, a computer work station. The number of on-site personnel will be determined by individual task order.

C.7 SECURITY

Access to classified spaces and generation of classified material shall be in accordance with the attached DD Form 254.

C.8 CONTRACTOR MANAGEMENT AND SUPERVISION

The contractor shall provide sufficient on-site supervision to assure all personnel work instructions and schedules originate with the contractor rather than the government technical office. This supervision shall assure that the contractor's personnel are not assigned work instructions and schedules outside the statement of work. Any perceived conflicts with the statement of work shall be directed to the Contracting Officer's Representative (COR).

In accordance with C.3.2, the contractor shall submit a monthly progress and status report by task order. The report shall reflect both prime and subcontractor data, if applicable.

It is desired throughout the course of this contract, that the contractor personnel maintain state-of-the-art awareness of technology processes. In order to do so, it may be necessary for the contractor to attend seminars, classes, conferences, etc. in the performance of individual task

orders. The contractor must have written approval from the COR, in advance of the actual training schedule, in order to bill the training as an other direct cost against the task order.

C.9 NON-DISCLOSURE STATEMENTS

Contractor personnel will be required, from time to time, to sign non-disclosure statements as applicable to each task order. The COR/Contract Specialist will notify the contractor of the number and type of personnel that will need to sign the nondisclosure statement.

DATA DELIVERABLES

Contract Data Requirements Lists (CDRLs) are provided as an attachment to this solicitation. Individual task orders will reflect their unique data requirements by reference to this document. Specific titles, frequency, due dates, distribution, and other special requirements will be reflected in the task orders.

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Ddl-C30 HAZARDOUS MATERIALS USED ON GOVERNMENT SITE

- (a) This clause applies if hazardous materials are utilized at any time during the performance of work on a Government site under this contract. Hazardous materials are defined in Federal Standard No. 313 and include items such as chemicals, paint, thinners, cleaning fluids, alcohol, epoxy, flammable solvents, or asbestos.
- (b) The contractor shall have an active Hazard Communication Program in place for all contractor employees per 29 C.F.R. 1910.1200. Before delivery of any hazardous materials onto Government property, the Contractor shall provide both the Contracting Officer and the Contracting Officer's Representative (COR) or Technical Point of Contact (TPOC) with an inventory and Material Safety Data Sheet (MSDS) for these materials.

Ddl-C40 INFORMATION SYSTEMS (IS) SECURITY AND ACCREDITATION

Contractor Provision of IS Resources

Except in special circumstances explicitly detailed elsewhere in this document, the Contractor shall provide all IS resources needed in the performance of this contract. IS resources include, but are not limited to, computers, software, networks, and addresses.

Contractor Use of NSWCDD IS Resources

In the event that the contractor is required to have access to NSWCDD IS resources, the login name (common id) and associated information shall be registered with the NSWCDD site issuing authority.

If this contract requires that the contractor be granted access and use of NSWCDD IS resources (at any site), the IS shall be accredited for contractor use in accordance with procedures specified by the IS Security Office. The accreditation shall include COR certification that the use and access is required by this contract.

Connections Between NSWCDD and Contractor Facilities

If there is a requirement (specifically delineated elsewhere in this contract) for interconnection between any facilities and/or IS owned or operated by the contractor, such interconnection shall take place only after approval from the NSWCDD IS Security Office. All such connections as well as the ISs connected thereto will be accredited (operated at an acceptable risk) by the appropriate NSWCDD Designated Approving Authority (DAA) and comply with the requirements of DODDIR 5200.28 regarding Memorandums of Agreement. All such connections will be made outside the appropriate NSWCDD firewall.

Accreditation of Contractor-owned ISs

The Government reserves the right to have all contractor owned ISs used in the performance of this contract accredited by the cognizant DAA.

Use of Contractor Personnel to Perform IS Security Tasking

General – Personnel performing IS security related tasking must have successfully completed training and demonstrate proficiency in the following areas: Information System Security Awareness, Security Domains, Incident Handling, and Auditing Concepts.

Architecture Specific – Personnel assigned to perform IS security related tasking for a specific area must be trained and demonstrate proficiency in that area. Typical examples include, but are not limited to: networking, processing classified information, Internet Protocols, Unix, Novell, and Microsoft operating systems.

Replacement or New IS Security Personnel - The contractor shall provide evidence that new and replacement IS personnel, unless they are Key Personnel, meet the above requirements and forward such information to the COR for review and approval by the Information Systems Security Office. Failure to meet the requirements herein may result in rejection of the person or persons. Replacement of IS personnel designated as Key Personnel will be in accordance with the Key Personnel provision contained herein.

Ddl-C41 TERMINATION OF EMPLOYEES WITH NSWCDD BASE ACCESS

The contractor shall insure that all employees who have a NSWCDD badge and/or bumper sticker turn-in the badge and remove the bumper sticker immediately upon termination of their employment under this contract. The above requirement shall be made a part of the standard employee facility clearance procedures for all separated personnel. The contractor shall advise NSWCDD Physical Security of all changes in their contract personnel requiring NSWCDD base access.

For involuntarily separated personnel and those separated under adverse circumstances, the contractor shall notify NSWCDD Physical Security in advance of the date, time and location where the NSWCDD representative may physically remove the employee's automobile bumper sticker and retrieve the NSWCDD badge prior to the employee departing the contractor's facility. In the event the employee is separated in his or her absence, the contractor shall immediately notify NSWCDD Physical Security of the separation and make arrangements between the former employee and NSWCDD Physical Security for the return of the badge and removal of the sticker.

HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such

data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

- (b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.
- (c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.
- (d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.
- (e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.
- (f) Compliance with this requirement is a material requirement of this contract.

HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (NOV 1996)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

- (c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer data base does not meet the minimum functional requirements of this contract. In the event there is any routine to disable the computer software or computer data base in the future, that date certain shall not be less than 25 years after the delivery date of the computer software or computer database.
- (d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.
- (e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital form data with exactly the same rights and limitations as if the data had been delivered as hard copy.
- (f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital form data and must be associated with the corresponding digital form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital form data as delivered, to the extent possible.

HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (SEP 1990)

(a) Performance of t	his contract by the Con	tractor shall	be conducted	l and	performed i	n accorda	ance
with detailed obligat	ions to which the Cont	tractor comn	nitted itself in	n Prop	osal		
dated	in response to	NSWCDD	Solicitation	No.	N00178-03	3-R-3002.	(If
providing more than	one proposal, list all pro	oposals).					
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(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

- (a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.
- (b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).
- (c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.
- (d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.
- (2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.
- (3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).
- (e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or

any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

- (f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.
- (g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.
- (h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.
- (i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.
- (j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.
- (k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

- (l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.
- (m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.
- (n) Compliance with this requirement is a material requirement of this contract.

SECTION D – PACKAGING AND MARKING

CLAUSES INCORPORATED BY FULL TEXT

HQ D-1-0001 DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

SECTION E – INSEPCTION AND ACCEPTANCE

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at Destination.

CLAUSES INCORPORATED BY REFERENCE:

52.246-5 Inspection Of Services Cost-Reimbursement APR 1984

SECTION F – DELIVERIES OR PERFORMANCE

CLAUSES INCORPORATED BY REFERENCE:

52.242-15 Stop-Work Order (Aug 1989) - Alternate I APR 1984 52.247-34 F.O.B. Destination NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

Ddl-F40 CONTRACTOR NOTICE REGARDING LATE DELIVERY

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, he/she shall immediately notify, in writing, the Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

DURATION OF CONTRACT PERIOD

This contract shall become effective on 1 August 2003, or on the date of award, whichever is later and shall continue for a period of four years. In accordance with the Award Term Plan and Award Term Clause of this contract, the contract may continue for up to seven years based on the contactor's performance.

SECTION G – CONTRACT ADMINISTRATION DATA

CLAUSES INCORPORATED BY REFERENCE:

252.242-7000 Postaward Conference

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

<u>Ddl-G1 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING</u> CLASSIFICATION CITATIONS

The payment office shall ensure that each payment under this contract is made in accordance with the accounting classification reference numbers (ACRNs) shown on each individual invoice. ACRNs are cited by the contractor on each invoice in accordance with clause 5252.232-9000, 5252.232-9001, or 5252.232-9003, as appropriate.

<u>Ddl-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES</u>

Procuring Contracting Officer (PCO):

(a) Name: [*]

Address: Code [*]

Dahlgren Division

Naval Surface Warfare Center

17320 Dahlgren Road

Dahlgren, Virginia 22448-5100

Phone: (540) 653-[*]; FAX: (540) 653-[*]

E-mail: [*]

(b) PCO responsibilities are outlined in FAR 1.602-2. The PCO is the only person authorized to approve changes in any of the requirements of this contract or orders issued thereunder and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the PCO's. The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. In the event the contractor effects any change at the direction of any person other than the PCO, the change will be considered to be unauthorized.

Contract Specialist:

(a) Name: [*]

Address: Code [*]

Dahlgren Division

Naval Surface Warfare Center

17320 Dahlgren Road

Dahlgren, Virginia 22448-5100 Phone: (540) 653- [*]; FAX: (540) 653- [*] E-mail: [*]

(b) The Contract Specialist is the representative of the Contracting Officer for all contractual matters.

Administrative Contracting Officer (ACO)

(a) Name: [*]
Address: [*]
Phone: [*]

(b) The Administrative Contracting Officer (ACO) of the cognizant Defense Contract Management Agency (DCMA) is designated as the authorized representative of the Contracting Officer for purposes of administering this contract in accordance with FAR 42.3. However, in view of the technical nature of the supplies and services to be furnished, technical cognizance is retained by the Naval Surface Warfare Center, Dahlgren Division.

Contracting Officer's Representative (COR):

(a) Name: [*]
Address: Code [*]

Dahlgren Division

Naval Surface Warfare Center

17320 Dahlgren Road

Dahlgren, Virginia 22448-5100

Phone: (540) 653-[*]; FAX: (540) 653-[*] E-mail: [*]

(b) The COR is the PCO's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the contract or to otherwise change any contract requirements. An informational copy of the COR appointment letter which provides a delineation of COR authority and responsibilities is provided as an attachment to this contract.

Alternate Contracting Officer's Representative (ACOR):

(a) Name: [*]
Address: Code [*]

Dahlgren Division

Naval Surface Warfare Center

17320 Dahlgren Road

Dahlgren, Virginia 22448-5100

Phone: (540) 653-[*]; FAX: (540) 653-[*]

E-mail: [*]

(b) The ACOR is responsible for COR responsibilities and functions in the event that the COR is unavailable due to leave, illness, or other official business. The ACOR is appointed by the PCO; a copy of the ACOR appointment is provided as an attachment to this contract.

Technical Assistant (TA)

(a) Name: TO BE IDENTIFIED IN INDIVIDUAL TASK ORDERS

Address:

Phone: FAX:

E-mail:

(b) The TA is assigned by the COR and should be contacted for general information of the task order. Duties include providing: technical assistance/recommendations regarding the individual task order(s); technical advice to the COR regarding estimated level of effort and labor mix and/or the cost and need for materials, travel, equipment, etc. for the instant task order; a written report to the COR on the contractor's performance and lessons learned for the specific task order; a review of the Certificate of Performance/invoice and noting discrepancies; and recommendations to the COR regarding the acceptability of the services/deliverables.

Paying Office

- (a) Name: [*]
 Address: [*]
 Phone: [*]
- (b) The Paying Office makes all payments under the contract.
- [*] to be identified at contract award

Ddl-G11 CONSENT TO SUBCONTRACT

The following subcontractors were evaluated during contract negotiations.

To be identified at contract award

This evaluation satisfies the requirements for advance notification or consent pursuant to 52.244-2.

Regardless of whether the Contractor has an approved purchasing system, consent to subcontract with any subcontractor other than those identified at contract award must be obtained from the Contracting Officer. The Contractor shall provide the information identified in FAR 52.244-2(f)(1) when consent to subcontract is requested.

Ddl-G12 POST-AWARD CONFERENCE

(a) A Post-Award Conference with the successful offeror will be conducted within 10 days after award of the contract. The conference will be held at the address below:

Location/Address: To be identified at contract award

- (b) The contractor will be given 3 working days notice prior to the date of the conference by the Contracting Officer.
- (c) The requirement for a post-award conference shall in no event constitute grounds for excusable delay by the Contractor in performance of any provisions in the contract.

Ddl-G20 ORDERING (INDEFINITE DELIVERY TYPE CONTRACTS)

- (a) Ordering: All NSWCDD Warranted Contracting Officers are authorized ordering officers. Supplies or services to be furnished under this contract shall be furnished at such times as ordered by the issuance of Orders on DD Form 1155 by the Contracting Officer. All orders are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order.
- (b) Ordering Procedures:
 - (1) Orders issued shall include, but not be limited to the following information (when applicable):
 - (i) Date of order.
 - (ii) Contract and order number.
 - (iii) Type of Order
 - (iv) Appropriation and accounting data.
 - (v) Description of the services to be performed.
 - (vi) Description of end item(s) to be delivered.
 - (vii)DD Form 254 (Contract Security Classification Specification)
 - (viii)DD Form 1423 (Contract Data Requirements List), if data to be delivered under the order is not listed on the DD Form 1423 included in this contract.
 - (ix) The individual responsible for inspection/acceptance.
 - (x) Period of performance/delivery date.
 - (xi) Estimated number of labor hours for each applicable labor category.
 - (xii) The estimated cost plus fixed fee or ceiling price for the order.
 - (xiii)List of Government furnished equipment, material, and information.
- (2) Oral orders may be placed only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written Order on DD Form 1155 within two working days.

- (c) Modifications of Orders: Orders may be modified only by the Contracting Officer and may be modified orally by the Contracting Officer in emergency circumstances. Oral modifications shall be confirmed by issuance of a written modification within two working days from the time of the oral communication modifying the order.
- (d) The Cost Plus Fixed Fee or Ceiling Price for each Order may not be changed except when authorized by a modification to the Delivery Order.
- (e) Unilateral Orders. Delivery Orders under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Contracting Officer may require the contractor to perform and any disagreement shall be deemed a dispute within the meaning of the "Disputes" clause.

Ddl-G21 TYPES OF ORDERS UNDER INDEFINITE DELIVERY TYPE CONTRACTS

- (a) The decision on whether or not the Order will be Cost-Plus-Fixed-Fee (Completion) or Cost-Plus-Fixed-Fee (Term) will be made dependent on the amount of detail the specification/statement of work provides. Each Request for Quotation sent to the Contractor shall state the type of order deemed appropriate by the Government. In the event the Contractor disagrees with the Government's assessment, the Contractor shall notify the Contracting Officer within five working days. The Contracting Officer will attempt to reach an agreement with the Contractor on the type of order to be negotiated. Any disagreement between the Contractor and Contracting Officer, with respect to order type, shall constitute a dispute under the clause of the contract entitled "Disputes."
- (b) The completion form describes the scope of work by stating a definite goal or target and specifying an end product. This form of contract normally requires the contractor to complete and deliver the specified end product (e.g. a final report of research accomplishing the goal or target) within the estimated cost as a condition for payment of the entire fixed fee. In the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.
- (c) The term form describes the scope of work in general terms and obligates the contractor to devote a specified level of effort for a stated time period. Under this form, if the performance is considered satisfactory by the Government, the fixed fee is payable at the expiration of the agreed-upon period and upon contractor certification that the level of effort specified in the order has been expended in performing the contract work.

Ddl-G22 TASK/DELIVERY ORDER PROPOSAL REQUIREMENTS

(a) The contractor shall submit proposals for orders in response to written requests issued by the Contracting Officer. Proposals shall be provided within five (5) working days after receipt of the request. The request will identify the projected order type and period of performance. For term-type orders, the Government's estimate of the labor mix and level-of-effort will be provided as well as the estimate for direct travel and materials. A copy of the Statement of Work with deliverable requirements will also be provided.

- (b) Proposals shall contain, as a minimum, the following information. This requirement applies equally to the level of detail required from the prime contractor and, if applicable, each proposed subcontractor. Additional information, unique to the order will be specified in the request. This may include a requirement for a brief statement of technical approach and schedule for completion type orders.
- (1) Proposed direct labor to include contract and contractor labor category, proposed direct hours (separately identified as regular and UT, if applicable), proposed hourly rate (undecremented and decremented), and extended direct labor dollars for each individual. If new personnel are proposed to be added, resumes in the format provided in Section H shall be included. Vacancies shall be described in terms of projected availability date. For term orders, any variances from the Government estimate shall be addressed and justified.
- (2) Other direct costs For term orders, any variances from the Government estimate shall be identified and justified. For completion orders, a description and associated dollars for each ODC item shall be provided. In addition, provide the rationale for the amount proposed.
- (3) Travel For term orders, any variances from the Government estimate shall be identified and justified. For completion orders, identify the point of origin and destination, length of trip (including transit time), number of travelers, and number of trips. Costs shall be broken down into transportation, per diem, rental car, personal mileage, etc., with a total provided for each trip.
- (4) Indirects Provide rates and associated dollars for each proposed indirect pool (i.e, fringe, overhead, G&A, material handling, etc.,)
- (5) Include planned expenditure charts showing projected labor-hour and dollar expenditures on a monthly basis.
- (c) The contractor shall deliver to the Government all order proposals via electronic (Internet) transmission to the maximum extent practicable. Although not bearing original signatures, the Government will consider all such deliveries to carry the same force and effect as if submitted in hard copy and bearing original signatures of the contractor.
- (d) The contractor shall provide a copy of each order's proposal directly to the COR at the same time the proposal is submitted to the Contracting Officer.

Ddl-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

- (a) Travel Costs (Including Foreign Travel)
- (1) Air: The contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase. Charges associated with itinerary changes and cancellation under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement.

(2) Non-reimbursable Travel: The following travel shall not be reimbursed hereunder: travel performed for personal convenience, daily travel to and from work at the contractor's facility (i.e., designated work site) or to and from NSWCDD when NSWCDD is the designated work site.

(b) Training

The Government will not allow costs, nor reimburse costs associated with the contractor training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract. Other training may be approved on a case-by-case basis by the COR. Attendance at workshops or symposiums is considered training for purposes of this clause.

(c) General Purpose Office Equipment (GPOE) and Information Technology (IT)

The cost of acquisition of GPOE and IT shall not be allowable as direct charges to this contract. The contractor is expected to have the necessary facilities to perform the requirements of this contract, including any necessary GPOE and IT. GPOE means equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc. IT means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or reception of data or information. IT includes computers, ancillary equipment, software, firmware and similar products, services (including support services), and related resources.

Ddl-G41 PAYMENT OF FIXED FEE (COST PLUS FIXED FEE)

- (a) Subject to the withholding provisions of this clause, and any other adjustments required by other contract clauses, the fixed fee shall be paid in installments.
- (b) The amount of each fee installment shall be billed at [*]% of allowable costs. This percentage reflects the ratio of total contract fixed fee to total contract estimated cost.
- (c) In accordance with FAR 52.216-8 FIXED FEE in Section I of this contract, the Contracting Officer has established a withholding of 15% of funded fixed fee, not to exceed \$100,000. The contractor's provisional payment vouchers may invoice fee at the percentage cited in paragraph (b) above, up to 85% of the funded fixed fee.
- (d) The percentage of fee applicable to task orders shall be the same as the fee established in the basic contract. Fee shall only be allotted at the task order level.
- [*] To BE IDENTIFIED AT CONTRACT AWARD

5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) ALT II (DEC 1996)

- (a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.
- (b)(i) In accordance with DFARS 242.803(b)(i)(c), the cognizant Defense Contract Audit Agency (DCAA) auditor has authorized the contractor to submit interim invoices directly to paying offices. This authorization does not extend to the first and final invoices, which shall be submitted to the contract auditor at the following address. If authorization has not been received by the cognizant DCAA auditor, all invoices shall be submitted to the following address:

TO BE IDENTIFIED AT CONTRACT AWARD

A copy of every invoice shall also be provided to the individual listed below, at the address shown (if completed by the contracting officer):

Contracting Officer's Representative Technical Assistant Contract Specialist

In addition, a copy of the final invoice shall be provided to the Administrative Contracting Officer (ACO).

- (ii) Upon written notification to the contractor, DCAA may rescind its authorization for the contractor to submit interim invoices directly to the paying offices. Upon receipt of such written notice the contractor shall immediately begin to submit all invoices to the contract auditor at the above address.
- (iii) Notwithstanding (i) and (ii), when delivery orders are applicable, invoices shall be segregated by individual order and submitted to the address(es) specified in the order.
- (c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than calendar days between performance and submission of an interim payment invoice..
- (d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:
 - (1) Contract line item number (CLIN)
 - (2) Subline item number (SLIN)
 - (3) Accounting Classification Reference Number (ACRN)
 - (4) Payment terms
 - (5) Procuring activity
 - (6) Date supplies provided or services performed

(7) Costs incurred and allowable under the contract(8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is	
provided	
(e) A DD Form 250, "Material Inspection and Receiving Report", is required with each invoice submittal. is required only with the final invoice. is not required.	
(f) A Certificate of Performance X shall be provided with each invoice submittal. is not required.	

- (g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.
- (h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.
- (i) When a vendor invoice for a foreign currency is provided as supporting documentation, the Contractor shall identify the foreign currency and indicate on the vendor invoice the rate of exchange on the date of payment by the Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the rate of exchange. The contractor shall provide an English translation if the vendor invoice is written in a foreign language.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

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MANDATORY REQUIREMENTS

The following mandatory requirements must be met by the offeror in order to be eligible for award of the resulting contract. In addition, all of these requirements must be maintained throughout the performance of the contract.

- (1) Workforce Location A minimum of 90% of all personnel who are to be direct charged to this contract must be located within one hour driving time of NSWCDD, Dahlgren, VA. The contractor's primary facility supporting this acquisition must be located such that the contractor can respond to a requirement and have his personnel at NSWCDD, Dahlgren VA within one hour by surface transportation.
- (2) Facility Security Clearance The contractor's primary facility supporting this acquisition must have a facility clearance of SECRET.
- (3) Key Personnel Security Clearance CLIN 0001 One proposed Sr. Systems Engineer and one Sr. Software Engineer must have a security clearance of TOP SECRET upon award of the contract. CLINs 0002 & 0003 One proposed Sr. Systems Engineer for each CLIN must have a security clearance of TOP SECRET upon award of the contract. The remainder of the proposed key personnel for CLINs 0001, 0002, & 0003 must have a security clearance of SECRET or higher upon award of the proposed contract.
- (4) Personal Computers/Software/Electronic Communication The contractor shall have hardware and software that will allow ready transfer of information between the contractor and the Government during the period of performance for this contract. The hardware required would include, but is not limited to: IBM compatible personal computers, POWERMACs, SGI workstations, Laser Printers, Color Printers, Color Scanners, Ink Jet Plotters (E size), Color Copier. Software required would include, but is not limited to, the current version/upgrade of: Windows 2000, MS Office 2000, Corel WordPerfect Suite 10, MS Project 2000, Corel Draw 10, Stanford Graphics, MacOS, Canvas 8, Photoshop 6, C, C++, UNIX, FORTRAN, Pascal, Ada, CMS-2 (Assembly and HL), SimDraw, ModSim, MATLAB, MATLAB Mapping Toolbox, Open Inventor (SGI), IMSL mathematics and statistics libraries.

AWARD TERM

The contract ordering period is for four years. In addition to the terms set forth elsewhere in the contract, and in accordance with the Award Term Plan, the contractor may earn an extension or reduction to the contract period for up to three years on the basis of performance during the evaluation periods. An adjustment to the award term will not result in a contract ordering period of less than four years or greater than seven years from the award date of the contract. Award Term constitutes an opportunity for additional periods of performance, however, the term earned shall only be performed within the existing ceiling of the contract. The total contract ordering

period shall not exceed the total not-to-exceed cost of the contract. The contractor is evaluated after the first full year of performance. An informal interim evaluation will be conducted six months after award. This evaluation is for the purpose of providing the contractor with feedback on his performance. No term will be available as a result of this interim evaluation.

- (a) Award Term The award term concept is an incentive that permits extension of the contract period beyond the initial ordering period for superior performance or reduction of the contract period of performance because of poor performance.
- (b) Term Extensions Term extensions are awarded, in accordance with the Award Term Plan, during each evaluation period on the basis of contractor's performance.
- (c) Monitoring of Performance The contractor's performance will be continually monitored by the performance monitors whose findings are reported to the Award Term Board(ATRB). The ATRB recommends an award term to the Term Determining Official(TDO), who makes the final decision on the award term amount on the basis of the contractor's performance during the award-term evaluation period.
- (d) Award Term Plan The evaluation criteria and the associated award term extensions or reductions are specified in the award term plan.
- (e) Modification of the Award Term Plan The TDO may unilaterally change this plan prior to the beginning of an evaluation period. In addition, the contractor may recommend changes to the plan no later than 60 days prior to the beginning of the new evaluation period. The contractor will be notified of changes to the plan by the CO, in writing, before the start of the affected evaluation period. Changes to this plan that are applicable to a current evaluation period will be incorporated by the mutual consent of both parties.
- (f) Self-Assessment The contractor will submit to the Contracting Officer, within 15 days after the end of each award term evaluation period, a written self-assessment of its performance for that period. This self-assessment shall be used in the ATRB's evaluation of the contractor's performance during this period.
- (g) Award-Term Extension The contract period may be modified to reflect the TDO decision. The total contract ordering period, including extensions under this clause, will not exceed seven years or the total not-to-exceed cost of the contract.

(h) Necessary Condition Precedent:

(1) Continued Funds a Necessary Condition – The Contracting Officer must make a determination that sufficient funds are available before an award term that has been earned and retained may become effective. The determination that sufficient funds are available does not constitute a finding that funds equal to the full total estimated cost of performance for a given year are available. Award Term periods are incrementally funded at the task order level as permitted by law and regulation. In the event of incremental funding, the clause entitled Limitation of Funds – FAR 52.232-22 (April 1984) shall apply. The decision that sufficient

of the same of

funds are available is at the sole discretion of the Contracting Officer. A determination regarding the availability of funds may be made at any time.

- (2) Continued Requirement a Necessary Condition The Contracting Officer must determine that a continued need for the same goods and services covered by this contract exists for a given award term period. Such a decision is at the sole discretion of the Contracting Officer. A decision that the requirement has changed or that a requirement for the same goods or services no longer exists will result in the Government voiding any award terms earned. A determination regarding whether there is a continued need for the same goods and services may be made at any time.
- (i) Failure of Earned Award Terms not a Termination as defined in FAR Part 49 If at any time the Government does not authorize performance of a previously awarded term, the subsequent terms shall be considered void. The contractor shall not be entitled to any costs arising out of or related to those award terms are made void by virtue of the operation of this clause. An award term decision that an already earned award term has not been retained is not a termination for convenience. A decision by the Contracting Officer that any of the necessary award term conditions has not been satisfied is not a termination for convenience. If this contract is terminated in accordance with the termination terms and conditions of this contract, the award term features of this contract shall no longer apply, and the performance period of this contract shall be as identified on the termination modification.

GUARANTEED SAVINGS CLAUSE

This contract will provide repetitive professional technical support services. Therefore, contractors are requested to identify business improvement processes, innovations, and cost saving initiatives to provide high quality services that will result in a savings to the Government.

Additionally, the C	ontractor agrees to discount the pass through rate for all work to be performed
by subcontractors.	The pass through rate to be performed by all subcontractors shall not exceed
	_*% (to include fee and any applied indirect rate)

Ddl-H10 EMPLOYMENT OF US GOVERNMENT PERSONNEL RESTRICTED

In performing this contract, the Contractor shall not use as a consultant or employ (on either a full or part time basis) any active duty U.S. Government personnel (civilian or military) without the prior written approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or U.S. Government instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

^{*} TO BE IDENTIFIED AT CONTRACT AWARD

Continuation Sheet N00178-03-R-3002 Page 57 of 118

Ddl-H11 CHANGES IN KEY PERSONNEL

- (a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.
- (b) The contractor agrees that during the first 120 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:
 - (1) An explanation of the circumstances necessitating the substitution;
 - (2) A complete resume of the proposed substitute;
 - (3) The hourly rates of the incumbent and the proposed substitute; and
- (4) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.
- (c) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.
- (d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

Ddl-H12 KEY PERSONNEL – POST AWARD ADMINISTRATION

Upon contract award, the desired qualifications as stated herein, will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed. Resumes (in the format provided in the clause RESUME FORMAT AND CONTENT REQUIREMENTS) shall be submitted to the Contracting Officer, and approved, prior to the individual being allowed to charge to the contract.

Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL

Requests for post award approval of additional and/or replacement key and non-key personnel may be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist [*] and the Contracting Officer's Representative (COR) [*]. Electronic notification via

e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

* To Be Identified in the Contract Administration Plan

Ddl-H14 KEY PERSONNEL – DESIRED QUALIFICATIONS

To perform the requirements of the Statement of Work, the Government desires Key Personnel with the following education and experience qualifications. Clause DDI-L-32 – Cost Proposal – Specific Requirements (b)(1)(B) identifies the Level of Effort and applicable Key Personnel by specific CLIN.

- (a) Education The desired educational qualifications for each position are detailed below. Although a degree is highly desired for many labor categories, a candidate with lengthy and meritorious experience in the requisite areas in lieu of a degree will be considered.
- (b) Experience The desired experience for each position is listed below; this experience must be directly related to the tasks and programs listed in the statement of work. In addition to the experience listed below, general experience in engineering, computer science, mathematics, physical science, or another field appropriate to the labor category employing skills that apply to the accomplishment of the technical objectives of the statement of work is a plus and will be favorably considered (such experience may not necessarily meet the desired qualifications listed below), as will experience utilizing automated systems, including personal computers/workstations and basic software applications such as word processors, spreadsheets, graphics/presentation packages, databases, and e-mail.
- (1) <u>Program/Project Manager</u> BS in Engineering or appropriate technical academic discipline with a minimum of 15 years in managing complex Navy/Joint warfighting systems.
- (2) <u>Principal Engineer</u> BS in Engineering, Computer Science or Physical Sciences with 15 years experience in engineering applied to Navy/Joint warfighting systems.
- (3) Senior Systems Engineer BS in Engineering, Computer Science or Physical Sciences with 10 years experience in engineering applied to Navy/Joint warfighting systems.
- (4) <u>Senior Radar Systems Engineer</u> BS in Electrical Engineering, Computer Science, Physics or Mathematics with a minimum of 10 years experience in radar system design, analysis, test and performance evaluation.
- (5) Senior Systems Analyst BS in Engineering, Computer Science or Physical Sciences with 10 years experience in systems analysis applied to Navy/Joint warfighting systems.
- (6) Senior Warfare Analyst BS in Engineering, Computer Science or Physical Sciences with 10 years experience in warfare analysis applied to Navy/Joint warfighting systems.

- (7) Senior Software Engineer BS in Engineering, Computer Science or Physical Sciences with 10 years experience in software engineering applied to program development, modeling and/or simulation with at least 5 years experience with Navy/Joint systems.
- (8) Senior Capability Maturity Model (CMM)/Capability Maturity Model Integration (CMMI) Engineer BS in Engineering, Computer Science, Mathematics or Physical Sciences with at least 10 years of experience in Software and/or Engineering Process Improvement with a minimum of 5 years experience in employing CMM or ISO 9001.
- (9) Senior Data Manager 10 years experience in data management of Navy/Joint R&D programs.
- (10) Senior Configuration Management Specialist BS/BA degree with 10 years experience in configuration management of Navy/Joint programs.
- (11) Senior Cost Analyst BS in Engineering, Computer Sciences, Mathematics or Physical Sciences with 10 years experience in Navy/DOD cost analysis with a minimum of 3 years being in Navy cost analysis.

<u>Ddl-H15 NON-KEY PERSONNEL – MINIMUM QUALIFICATIONS</u>

The contractor shall provide Non-Key Personnel who meet or exceed the minimum qualifications provided below by labor category. All Non-Key resumes must be approved by the Contract Specialist and Contracting Officer's Representative (COR) prior to the person being direct charged to the contract. Clause DDI-L-32 – Cost Proposal – Specific Requirements (b)(1)(B) identifies the Level of Effort and applicable Non-Key Personnel by specific CLIN.

- (1) <u>Systems Engineer</u> BS in Engineering, Computer Science or Physical Sciences with 5 years experience in engineering applied to Navy/Joint warfighting systems.
- (2) Radar Systems Engineer BS in Engineering, Computer Science, Physics or Mathematics with 5 years experience in radar system design, analysis, test and performance evaluation.
- (3) Junior Systems Engineer BS in Engineering, Computer Science or Physical Sciences with 2 years experience in engineering applied to Navy/Joint warfighting systems.
- (4) Junior Radar Systems Engineer BS in Engineering, Computer Science, Physics or Mathematics with 2 years experience in radar systems design, analysis, test and performance evaluation.
- (5) Systems Analyst BS in Engineering, Computer Science or Physical Sciences with 5 years experience in systems analysis applied to Navy/Joint warfighting systems.
- (6) Principal Warfare Analyst BS in Engineering, Computer Science or Physical Sciences with 15 years experience in warfare analysis applied to Navy/Joint warfighting systems.

- (7) Warfare Analyst BS in Engineering, Computer Science or Physical Sciences with 5 years experience in warfare analysis applied to Navy/Joint warfighting systems.
- (8) Principal Operations Research Analyst BS in Engineering, Computer Science, Operations Research or Physical Sciences with 15 years experience in operations research applied to Navy/Joint warfighting systems operations.
- (9) Operations Research Analyst BS in Engineering, Computer Science, Operations Research or Physical Sciences with 5 years experience in operations research applied to NAVY/Joint warfighting systems operations.
- (10) <u>Software Engineer</u> BS in Engineering, Computer Science or Physical Sciences with 5 years experience in software engineering applied to program development, modeling and/or simulation with at least 3 years experience with Navy/Joint systems.
- (11) Junior Software Engineer BS in Engineering, Computer Science or Physical Sciences with 2 years experience in software engineering applied to program development, modeling and/or simulation.
- (12) Entry Level Engineer/Analyst BS degree from an accredited institution with a major in a scientific discipline (electrical or software engineering, computer science, mathematics, physical science, operations research, statistics, information systems, architecture).
- (13) Data Manager 5 years experience in data management of Navy/Joint R&D programs.
- (14) Junior Data Manager 2 years experience in data management.
- (15) Configuration Management Specialist 5 years experience in configuration management of Navy/Joint programs.
- (16) Junior Configuration Management Specialist 2 years experience in configuration management.
- (17) Cost Analyst 3 years experience in Navy/DOD cost analysis.
- (18) Electronics Technician 5 years experience in each of the following areas: installation, checkout, operation, troubleshooting, maintenance and repair of Navy/Joint system equipment. Years of experience may overlap.
- (19) Computer Specialist 4 years experience in local/wide area networks, workstation/personal computer installation and maintenance, and/or operation of application software.
- (20) Computer Technician 2 years experience in local/wide area networks, workstation/personal computer installation and maintenance, and/or operation of computer equipment.

- (21) Technical Editor BS/BA degree with 5 years experience in technical publications of Navy/DOD/Joint R&D programs.
- (22) <u>Technical Illustrator</u> 5 years experience in use of computer graphics tools such as AutoCAD, PowerPoint, CoralDraw.
- (23) <u>Documentation Specialist</u> 5 years experience in use of computer generated documentation with experience in use of Word, WordPerfect, PowerPoint, CoralDraw.
- (24) Junior Documentation Specialist 2 years experience in use of computer generated documentation with experience in use of Word, WordPerfect, PowerPoint, CoralDraw.
- (25) Senior Financial Manager BS in Engineering, Computer Science, Mathematics or Physical Sciences with 10 years experience in financial management of Navy/DOD/Joint programs.
- (26) Financial Analyst 5 years experience in financial management of Navy/DOD/Joint programs.
- (27) Financial Assistant 2 years experience in financial management.

Ddl-H16 RESUME FORMAT AND CONTENT REQUIREMENTS

All resumes submitted under this contract shall be provided in the following format.

- (a) COMPLETE NAME
- (b) CONTRACT LABOR CATEGORY
- (c) CONTRACTOR'S LABOR CATEGORY
- (d) CURRENT EMPLOYER
- (e) AVAILABILITY (state as a percentage of a total manyear. Note whether individual is proposed or is working as a key person on another requirement and, if so, provide explanation as to how both requirements will be satisfied).
- (f) LEVEL OF SECURITY CLEARANCE
- (g) CURRENT WORK LOCATION
- (h) PLANNED WORK LOCATION (If the planned work location is other than the offeror's primary location supporting this effort, the nature of the proposed individual's planned contribution shall be discussed.)
- (i) WORK EXPERIENCE -- Show experience and dates as follows:

Name of Employer; 6 years 4 mos.; 10/91 - 2/98; Position Title

Work experience shall be presented in separate paragraphs, clearly marked with proper category of experience (Qualifying Experience; Non-Relevant Experience -- If relevant and non-relevant experience was obtained while at the same employer, separate time periods shall be noted for each assignment.) All qualifying experience shall be presented in a level of detail that will

permit the evaluator to make a clear connection between the experience and the stated qualifications for the labor category. Specific examples of work assignments, accomplishments, and products shall be provided. Phrases such as "assisted with", "participated in", or "supported" are unacceptable except as introductory to a detailed description of the actual work performed. In addition, the resume for the Project Manager shall list previous contracts or tasks under which he/she had technical and management responsibility including contract number and customer point of contact.

All military experience claimed shall be described such that each tour is treated as a separate employer. Time frames/titles/ responsibilities shall be provided at the level of detail proscribed by above. Military experience not documented in this manner may not be considered.

Contractors shall avoid gaps in experience as time unaccounted for may lead to confusion and need for clarification.

The cut-off date for any experience claimed shall be the date the resume is certified (see paragraph (k) below).

(j) EDUCATION -- Show all post-secondary as follows:

Degree(s); Date(s); Institution; Major/Minor

If non-degreed, if the degree is in an unrelated field, or if formal training falls short of a degree, the Government may evaluate additional specific experience/education substituted in lieu of the degree qualification. Such work experience(s) shall be described at the level of detail discussed above or it may not be evaluated. Experience cited as a substitute for the degree qualification may not also be credited toward fulfillment of labor category experience requirements. Specific classes submitted for consideration shall be identified together with applicable training institution and completion date.

(k) CERTIFICATION A certification of correctness of information signed and dated by both
the person named and the contractor. The employee certification shall include the following
statement: CERTIFICATION: "I certify that the education and experience described herein is
complete and accurate in all respects. I consent to the disclosure of my resume for NSWCDD
Solicitation/Contract N00178-03-R-3002 by(Company name) and
intend to make myself available to work under the contract to the extent proposed."

Employee Signature and Date

Contractor Signature and Date

Resumes without this certification will be unacceptable and will not be considered. The employee and contractor certifications shall not be dated earlier than the issue date of this solicitation or effective date of contract, as appropriate.

If the employee is not a current employee of the contractor (or a subcontractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

Ddl-H40 FUNDING PROFILE

It is estimated that these incremental funds will provide for [*] The following details funding to date:

Total Estimated Cost	Previous	Funds This	Total Funds	Balance
Plus Fixed Fee	Funding	Action	Available	Unfunded

^{*} To Be Identified at the Task Order Level

Ddl-H43 REQUIRED INSURANCE

- (a) The following types of insurance are required in accordance with the clause entitled "INSURANCE LIABILITY TO THIRD PERSONS" and shall be maintained in the minimum amounts shown:
- (1) Comprehensive General Liability: \$100,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.
- (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.
- (b) The policies for such insurance shall contain an endorsement that cancellation or material change in the policies, adversely affecting the interest of the Government in such insurance, shall not be effective unless the Contracting Officer approves such cancellation or change. When the coverage is provided by self-insurance, prior approval of the Administrative Contracting Officer is required for any change or decrease in coverage.

Ddl-H50 NOTICE OF INCORPORATION OF SECTION K

Section K of the solicitation (Representation, Certifications and Other Statements of Offerors) will not be distributed with the contract; however, it is incorporated in and forms a part of the resultant contract as though furnished in full text therewith.

Continuation Sheet N00178-03-R-3002 Page 64 of 118

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in each task order issued in accordance with the work described in Sections B and C of the order. The total level of effort for the performance of each task order shall be total man-hours of direct technical labor (Key and Non-Key personnel), including subcontractor direct technical labor (Key and Non-Key personnel) for those subcontractors specifically approved and identified at the basic contract and task order level. Support hours shall not be included in the Level of Effort.

NOTE: SEE SECTION L FOR THE GOVERNMENT'S ESTIMATED LEVEL OF EFFORT

(b)	Of the total n	nan-hours of	direct labo	or set forth abo	ve, it is estim	ated that	
(Of	feror to fill-in) man-hours	are uncom	pensated effor	t.		

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

- (c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.
- (d) The level of effort for this contract shall be expended at an average rate of approximately hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.
- (e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by the n current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

- (f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.
- (g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$Fee \ Reduction = Fee \ \underline{(Required \ LOE - Expended \ LOE)} \\ Required \ LOE$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

- (h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.
- (i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.
- (j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review

the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of the work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan. The contractor shall identify all work performed at an alternative worksite in the Progress Status and Management Monthly Report. Included in this report shall be the specific statement of work taskings worked by task order; the number of hours worked; and the individuals that provided this support.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ESTIMATED ITEM(S) ALLOTTED TO COST ALLOTTED TO FEE PERIOD OF PERFORMANCE

- (b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.
- (c) CLINs/SLINs _ are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.
- (d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

SEA 5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this contract:

To Be Identified at the Task Order Level

HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

SECTION I – CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions Gratuities	DEC 2001
52.203-3		APR 1984
52.203-5	Covenant Against Contingent Fees Protrictions On Subscenting to To The	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When	JUL 1995
	Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	
52.211-15	Defense Priority and Allocation Requirements	SEP 1990
52.215-2	Audit and RecordsNegotiation	JUN 1999
52.215-8	Order of PrecedenceUniform Contract Format	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement	
32.213 10	Benefits (PRB) Other than Pensions	001 1///
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or	OCT 1997
32.213 21	Information Other Than Cost or Pricing Data Modifications	001 1777
52.216-7	Allowable Cost And Payment	FEB 2002
52.216-8	Fixed Fee	MAR 1997
52.217-8	Option To Extend Services	NOV 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-23	Notice of Price Evaluation Adjustment for Small	MAY 2001
02.217 20	Disadvantaged Business Concerns	1,111 2001
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (May 2001) Alternate I	OCT 1998
52.219-25	Small Disadvantaged Business Participation ProgramDisadvantaged Status and Reporting	OCT 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	AUG 1996
Z Z .	Constitution and the constitut	11001770

52 222 21	D 1337 60 4 1E 377	EED 1000
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans,	DEC 2001
	Veterans of the Vietnam Era and Other Eligible	
	Veterans	*********
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled	DEC 2001
	Veterans, Veterans Of The Vietnam Era and Other	
	Eligible Veterans	
52.223-5	Pollution Prevention and Right-to-Know	APR 1998
	Information	
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-	JUN 2000
	Owned Economic Enterprises	
52.228-7	InsuranceLiability To Third Persons	MAR 1996
52.232-17	Interest	JUN 1996
52.232-20	Limitation of Cost	APR 1984
52.232-22	Limitation of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25 Alt I	Prompt Payment (Feb 2002) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds TransferCentral	MAY 1999
	Contractor Registration	
52.233-1	Disputes	DEC 1998
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment,	APR 1984
	And Vegetation	
52.237-3	Continuity Of Services	JAN 1991
52.237-10	Identification of Uncompensated Overtime	OCT 1997
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	ChangesCost-Reimbursement (Aug 1987) -	APR 1984
	Alternate I	
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2001
52.245-5 (Dev)	Government Property (Cost-Reimbursement, Time-	JAN 1986
22.2 13 3 (201)	and-Material, or Labor-Hour Contracts) (Deviation)	0111 (1)00
52.246-25	Limitation Of LiabilityServices	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
J2,277 1T	LACUSUOIC Delays	7 11 IX 170T

52.253-1 Computer Generated Forms JAN 1991 Contracting Officer's Representative 252.201-7000 DEC 1991 252.203-7001 Prohibition On Persons Convicted of Fraud or Other MAR 1999 Defense-Contract-Related Felonies Display Of DOD Hotline Poster DEC 1991 252.203-7002 252.204-7000 Disclosure Of Information DEC 1991 252.204-7003 Control Of Government Personnel Work Product APR 1992 252.204-7004 Required Central Contractor Registration NOV 2001 252.205-7000 Provisions Of Information To Cooperative DEC 1991 Agreement Holders 252.209-7000 Acquisition From Subcontractors Subject To On-NOV 1995 Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty Subcontracting With Firms That Are Owned or 252.209-7004 MAR 1998 Controlled By The Government of a Terrorist Country 252.223-7004 Drug Free Work Force SEP 1988 252.223-7006 Prohibition on Storage and Disposal of Toxic and APR 1993 Hazardous Materials Preference For Certain Domestic Commodities 252.225-7012 **AUG 2000** 252.225-7026 Reporting Of Contract Performance Outside The JUN 2000 United States 252.225-7031 Secondary Arab Boycott Of Israel JUN 1992 Utilization of Indian Organizations and Indian-252.226-7001 SEP 2001 Owned Economic Enterprises-DoD Contracts Rights in Technical Data--Noncommercial Items NOV 1995 252.227-7013 252.227-7014 Rights in Noncommercial Computer Software and JUN 1995 Noncommercial Computer Software Documentation Technical Data--Commercial Items 252.227-7015 NOV 1995 Rights in Bid or Proposal Information 252.227-7016 JUN 1995 252.227-7019 Validation of Asserted Restrictions--Computer JUN 1995 Software 252.227-7025 Limitations on the Use or Disclosure of JUN 1995 Government-Furnished Information Marked with Restrictive Legends Deferred Ordering of Technical Data or Computer APR 1998 252.227-7027 Software 252.225-7028 Technical Data or Computer Software Previously JUN 1995 Delivered to the Government Technical Data--Withholding Of Payment 252.227-7030 MAR 2000 Declaration of Technical Data Conformity 252.227-7036 JAN 1997 Validation of Restrictive Markings on Technical 252.227-7037 SEP 1999 Data 252.231-7000 Supplemental Cost Principles DEC 1991 Requests for Equitable Adjustment 252.243-7002 MAR 1998 Reports Of Government Property 252.245-7001 MAY 1994

252.246-7001	Warranty of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the entire ordering period of this contract.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$25,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor:
- (1) Any order for a single item in excess of \$25,000,000.00;
- (2) Any order for a combination of items in excess of \$25,000,000.00; or
- (3) A series of orders from the same ordering office that together call for quantities exceeding the total estimated cost plus fixed fee of this contract.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days following the contract completion date.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work --
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.arnet.gov/far/ http://www.acq.osd.mil/dp/dars/

SECTION J – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Attachments J.1 – J.5 apply to CLINs 0001, 0002, and 0003.

Ddl-J10 LIST OF ATTACHMENTS

Attachment J.1 – Award Term Plan

Attachment J.2 – Contract Data Requirements List, DD1423

Attachment J.3 – Contract Security Classification Specification, DD254

Attachment J.4 – Past Performance Questionnaire

Attachment J.5 – Navy Value Engineering Guide

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SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payments To	APR 1991
	Influence Certain Federal Transactions	
52.222-38	Compliance with Veterans' Employment Reporting	DEC 2001
	Requirements	
252.209-7001	Disclosure of Ownership or Control by the	MAR 1998
	Government of a Terrorist Country	
252.247-7022	Representation Of Extent Of Transportation Of	AUG 1992
	Supplies By Sea	

CLAUSES INCORPORATED BY FULL TEXT

If Offerors are proposing on more than one CLIN, a copy of the following Representations, Certifications, and other Statements by Offerors shall be provided for each proposal.

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).
TIN:
TIN has been applied for.
TIN is not required because:
Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
Offeror is an agency or instrumentality of a foreign government;
Offeror is an agency or instrumentality of the Federal Government.
(e) Type of organization.
Sole proprietorship;
Partnership;
Corporate entity (not tax-exempt);
Corporate entity (tax-exempt);
Government entity (Federal, State, or local);
Foreign government;
International organization per 26 CFR 1.6049-4;
Other
(f) Common parent.
Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
Name and TIN of common parent:
Name TIN

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52.204-5 Women-Owned Business (Other Than Small Business) (MAY 1999)

- (a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]

____ The offeror represents that it is a women-owned business concern.

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that--
 - (i) The Offeror and/or any of its Principals--
 - (A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
- (ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR

FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street address, city, state, county, zip code)	operator of the plant or facility if other than offeror or respondent

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52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001) ALTERNATE I (OCT 2000) & ALTERNATE II (OCT 2000)

(a)(1) The North	American	Industry	Classification	System	(NAICS)	code fo	or this	acquisition	is
541330.									

- (2) The small business size standard is \$23M.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.
- (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.
- (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.
- (6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that--
- (i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
- (ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _______.) Each HUBZone small business concern

participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

- (7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision) The offeror shall check the category in which its ownership falls:
- () Black American.
- () Hispanic American.
- () Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- () Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- () Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- (c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern-

- (1) Means a small business concern-
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

- (1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice.
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

- (a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.
- (b) Representations.
- (1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--
- (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

since its certification;
(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PRO0Net); or
(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
(2) For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:]
(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:
(1) Be punished by imposition of a fine, imprisonment, or both;
(2) Be subject to administrative remedies, including suspension and debarment; and
(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.
52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)
The offeror represents that
(a) [] It has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
(b) [] It has, [] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed

subcontractors, will be obtained before subcontract awards.

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52.222-25 AFFIRMATIVE ACTION COMPLIANCE (FEB 1984)

The offeror	represents	that
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- (a) [] it has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that--
- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)
- [] (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- [] (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);
- [] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- [] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

[] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.
<u>Ddl-K20 AUTHORIZED NEGOTIATORS</u>
The offeror shall provide the name and telephone number of personnel authorized to negotiate on behalf of the offeror:
In addition, the offeror shall provide a facsimile number and an email address to which correspondence and documents may be forwarded to the offeror, both prior to contract award and following contract award:
Facsimile:
Email:

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SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

CLAUSES INCORPORATED BY REFERENCE:

52.215-1	Instructions to OfferorsCompetitive Acquisition	MAY 2001
52.215-16	Facilities Capital Cost of Money	OCT 1997
52.222-24	Preaward On-Site Equal Opportunity Compliance	FEB 1999
	Evaluation	
52.222-46	Evaluation Of Compensation For Professional	FEB 1993
	Employees	
52.237-10	Identification of Uncompensated Overtime	OCT 1997
252.227-7017	Identification and Assertion of Use, Release, or	JUN 1995
	Disclosure Restrictions	

CLAUSES INCORPORATED BY FULL TEXT

Ddl-L40 SUBMISSION OF QUESTIONS BY POTENTIAL OFFERORS

It is the offeror's responsibility to bring to the attention of the Contracting Officer at the earliest possible time, but prior to the closing date, any ambiguities, discrepancies, inconsistencies, or conflicts between the Statement of Work (SOW) and other solicitation documents attached hereto or incorporated by reference. All questions are requested in writing no later than 22 November 2002.

Ddl-L42 PRE-AWARD FACILITY SECURITY CLEARANCE

- (a) No award will be made to any offeror which does not possess a facility security clearance issued by the Defense Investigative Service at the required security level. The Naval Surface Warfare Center, Dahlgren Division will initiate appropriate security clearance action for any apparent successful offeror which does not already possess such clearance. The government is not obligated to delay award pending security clearance of any offeror.
- (b) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, attached hereto.

52.204-6 Data Universal Numbering System (DUNS) Number (JUNE 1999)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505.

The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.
- (c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at http://www.customerservice@dnb.com. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of three Indefinite Delivery/Indefinite Quantity contracts (Term and Completion Orders) with a Cost-Plus-Fixed-Fee pricing arrangement resulting from this solicitation.

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer, Naval Surface Warfare Center, 17320 Dahlgren Road, Dahlgren, VA 22448-5100 by obtaining written and dated acknowledgment of receipt from Code XDS13, Contracting Officer, Building 183, Naval Surface Warfare Center, Dahlgren, VA 22448-5100.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://www.arnet.gov/far/ http://www.acq.osd.mil/dp/dars/

Ddl-L10 PROPOSAL PREPARATION REQUIREMENTS

Offerors are required to prepare their proposals in accordance with the following organization, content and format. NOTE: If offerors intend to propose on more than one CLIN, the following information must be provided for each CLIN.

OFFERORS ARE CAUTIONED THAT IF ALL THE INFORMATION REQUESTED IN THIS RFP FOR VOLUMES I, II, III, AND IV OF THE PROPOSAL IS NOT PROVIDED, THE PROPOSAL MAY BE DETERMINED TO BE NONRESPONSIVE TO THE RFP REQUIREMENTS AND MAY NOT BE CONSIDERED FOR AWARD.

(a) VOLUME I – SOLICITATION, OFFER AND AWARD DOCUMENTS (SF 33 - RFP)

- (1) This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical/management and cost proposals. Special attention should be taken to accurately enter the prices required in Section B, complete all fill-ins in Sections C & H, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1. This document shall not be embellished with any covers or binding.
- (2) Offerors are encouraged not to take exceptions to this solicitation, however, any exceptions taken to the specifications, or terms and conditions of this solicitation shall be identified in a cover letter and explained in detail in the appropriate section of the technical proposal.

(b) VOLUMES II & III – TECHNICAL PROPOSAL (ORAL & WRITTEN)

- (1) The technical proposal shall not contain any reference to cost and shall be prepared in accordance with the following guidelines and the TECHNICAL PROPOSAL specific requirements below.
- (2) The technical proposals (oral and written) should be presented (oral and written) so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation.
- (3) Statements such as "the offeror understands", "will comply with the statement of work," "standard procedures will be employed", "well known techniques will be used" and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details concerning what the contractor will do and how it will be done. This

includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

- (4) Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work, expensive paper and bindings, or expensive visual and other presentation aids are neither necessary nor desired.
- (5) In the event any portion of the technical proposal is written by anyone who is not a bona fide employee of the firm submitting the proposal, a certificate to this effect shall be furnished. It must be signed by a responsible officer of the offeror and shall show the author's name, employment capacity, the name of the person's firm, the relationship of that firm to the offeror's, and the portion of the technical proposal he/she wrote.
- (6) Technical information previously submitted, if any, may not be considered by the Government; hence, any such information should not be relied upon or incorporated in the technical proposal by reference.

(c) VOLUME IV – COST OR PRICE PROPOSAL

The cost proposal shall provide full supporting detail for the prices listed in Section B of the proposal and shall be prepared in accordance with the COST PROPOSAL specific requirements listed below.

(d) MARKING OF PROPOSALS

Proposals shall be submitted as separate volumes, as follows:

	<u>Original</u>	<u>Copies</u>
Volume I – Solicitation, Offer and Award (SF 33)	1	1
Volume II – Oral Presentation Viewgraphs or Diskette	1*	10
Volume III – Written Technical Proposal	1	10
Volume IV – Cost or Price Proposal	1*	10

^{*} In addition to the hard copy, include an electronic copy as addressed under COST PROPOSAL PREPARATION REQUIREMENTS.

The original of each volume shall be clearly identified as the "ORIGINAL" and bear original signatures. The copies shall be complete and clearly identified as "COPY."

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<u>Ddl-L24 ORAL PRESENTATION – TECHNICAL AND MANAGEMENT</u> UNDERSTANDING/CAPABILITY – VOLUME II

(a) Offerors shall make an oral presentation to demonstrate their Technical and Management understanding and capability for this requirement. If offerors propose on more than one CLIN, a separate oral presentation is required for each proposal/CLIN. The presentation shall be followed by a question and answer session. Neither the oral presentation nor the question and answer session will constitute discussions, nor will they obligate the Government to conduct discussions. The following paragraphs provide the rules/requirements for the oral presentation.

(b) Viewgraphs/Slides

- (1) The offeror may make the oral presentation from hardcopy viewgraphs or from electronic media (PowerPoint, etc.). The original hardcopy transparencies or the original diskette of the electronic media of the oral presentation shall be submitted in a sealed package, that is submitted with the offer. These transparencies (or diskette) will be held by the Contracting Officer in the sealed package and will be provided to the offeror immediately prior to the start of the Oral Presentation. No other transparencies/diskette may be used during the Oral Presentation. Following the Oral Presentation, the Contracting Officer will retain the original transparencies/diskette. Following contract award, the original transparencies/diskette will be returned, if desired, to the offeror.
- (2) Paper copies of the Oral Presentation transparencies or copies of the electronic media A separate package shall contain the paper copies of the transparencies/slides or the electronic media. These paper copies, submitted with the offer, will be opened by the Government and will be provided to the Government evaluators for study prior to receiving the Oral Presentation.

(c) General presentation Requirements

- (1) Offerors must clearly demonstrate an understanding of Navy policies and procedures and all requirements covered in the RFP. The presentation must be specific, detailed, and complete. The offeror shall clearly demonstrate that he has a thorough comprehension of the Navy's requirement, has the technical capability and competence to fully perform the requirements described in the statement of work, and has the management resources and expertise to successfully carry out a contract of this type. Previously submitted data or prior experience presumed to be known to the Government (e.g., previous contracts performed for the Government) should not be relied upon by the offeror.
- (2) The overall quality of the presentation will be evaluated in the context of being representative of the offeror's capabilities. Superfluous material or material which is not directly related to this acquisition should not be presented.

(d) Scheduling Oral Presentations

(1) To assist the Government in scheduling evaluators' time as well as presentation facilities, offerors that intend to submit a proposal as a prime (and make an Oral Presentation)

are requested to submit a written non-binding notice of intent, to be identified by CLIN, to the Contract Specialist, at the address shown in block 7 of the SF33, by facsimile to (540) 653-6810 not later than 19 December 2002.

- (2) Oral Presentations will be scheduled to begin not earlier than five (5) working days after the solicitation closing date. The order of presentation will be determined by random drawing by the Contracting Officer. Offerors will be notified of the date, time and location of the Oral Presentation. The Navy reserves the right to reschedule the offeror's Oral Presentation at the discretion of the Contracting Officer. The offeror must make the Oral Presentation on the date scheduled in order to be considered for award.
- (3) The Oral Presentation shall not exceed three (3) hours in length. Two breaks of 15 minutes will be scheduled by the presenter as follows. The breaks will not be included in the limitation for the Oral Presentation. The presentation will be followed by an approximate ninety (90) minute break and then a question and answer session. The oral presentation will be made in the Government's facility. The Government will provide and set up the necessary viewgraph projector and screen. If the offeror elects to use electronic media, the offeror shall be responsible for furnishing all equipment (not including screen) for making the presentation. The presentation schedule will be included in the date notification given the offeror. The presentation schedule is anticipated to be similar to the one shown below:
 - 0745 Presentation room opened
 - 0815 Sealed transparencies opened
 - 0830 Presentation begins
 - 0930 First 15 minute break
 - 1045 Second 15 minute break
 - 1200 Presentation ends, break begins
 - 1330 Question and answer period begins
 - 1430 Question and answer period ends

(e) Rules for the Oral Presentations

- (1) The time limit for the Oral Presentation will be strictly enforced. The offeror is responsible for keeping track of the presentation time.
- (2) There is no limit to the number of transparencies/slides in the Oral Presentation; however, only those transparencies/slides presented will be considered for evaluation purposes.
- (3) Offerors are limited to the use of pre-prepared overhead transparencies/slides or electronic media only. The slides shall be consecutively numbered. During the question and answer session, the contractor may "create" new transparencies through the use of blank transparencies and markers. Necessary materials shall be provided by the contractor. The Contracting Officer will retain these original transparencies.
- (4) Presenters shall be senior level Key Personnel the offeror will actually employ to perform the work under the prospective contract and shall include the proposed Program

Manager. The offeror is limited to no more than eight (8) presenters. The offeror is encouraged to have proposed subcontractor personnel participate. The same presenters shall be present for the question and answer session and shall address questions directed to them. In addition to the presenters, offerors may also have no more than one additional person attend as an observer. This individual will not be seated near the presenters during the presentation or the subsequent question and answer session and will make no verbal, written, or other contact with the presenters. A list of presenters and observer's names (to include corporate affiliation and title) shall be provided with submission of the hardcopy transparencies/ slides. If any last minute substitutions are necessary, an updated list of presenters shall be provided to the Government prior to the start of the presentation. No substitutions (of presenters or observers) will be allowed between the oral presentation and the Q&A session.

- (5) The presentation will not be recorded. Neither the Navy nor the offeror will videotape or use audio or video recording devices of any kind.
- (6) The presentation shall not address cost or fee. Information submitted as part of the written portion of the proposal need not be repeated in the presentation.
- (7) The Navy will not ask questions during the Oral Presentation; however, questions will be asked during the question and answer session.
- (8) The Navy will not inform offerors of their strengths, deficiencies or weaknesses during the presentation.
- (9) An invitation to make an oral presentation does not constitute a determination that the offeror has been determined to be in the Competitive Range.
- (f) Organization and Minimum Content of the Oral Presentation In order to facilitate evaluation, it is desired that the Oral Presentation be structured into two primary components: Technical Understanding/Capability and Management Capability.
- (1) Technical Understanding/Capability The offeror shall demonstrate his understanding of the requirements for and technical capability to accomplish tasking under this contract by his responses that reflect his knowledge and technical understanding of the various programs in each of the following technical areas. Demonstrations of knowledge of products shall be substantiated by recent examples (within the past 2 years).
- (a) Engineering/System Engineering/Planning Understanding and experience in the areas of Engineering, System Engineering and Planning. Demonstrated application of this experience through the development of detailed engineering studies, plans and other related documentation over the full spectrum of programs listed in the statement of work. Specific areas of emphasis should include Performance Tradeoffs, Operational Tradeoffs, Risk Management Plans, Operational Requirements Documents, System Requirements Documents, Cornerstone Requirements Documents, System Specifications, Performance Requirements Documents, System Engineering Management Plans, Concept of Operations, Test and Evaluation Master Plans, System Design Documents, Management/Acquisition Plans, Tactics, Techniques and

Procedures Documents, Capabilities and Limitations Documents, Force/System Interoperability Documents.

- (b) Software Engineering/Computer Program Understanding and experience in the area of Software Engineering/Computer Program Support. Demonstrated application of this experience through the development of program documentation and the design, development, code, test and maintenance of tactical and support computer programs over the full spectrum of programs listed in the statement of work. Specific areas of emphasis include program documentation such as Software Requirements Specifications, Software Design Specifications, Interface Requirements Specifications, Software Performance Specifications, Data Base Design Documents, Test/IV&V/Certification Plans, System Safety Plans, Data Extraction/Reduction/Analysis Reports. Experience with specific tactical systems and programming languages as well as support tools/application programs such as VxWorks, Rational Clearcase, Dynamic Object Oriented Requirements System, Computer Aided Software Engineering. Experience in Process Improvement efforts such as Capability Maturity Model and Capability Maturity Model Integration.
- (c) Warfare and Systems Analysis/Assessment Understanding and experience in the area of Warfare and Systems Analysis/Assessment. Demonstrated application of this experience through the development of documents or related products over the full spectrum of programs listed in the statement of work. Specific areas of emphasis should include Functional Analysis/Flows/Description Documents, Cost and Operational Effectiveness Analysis, System/Force Performance/Capability Analyses, POM Mission Area Assessments, Operational Effectiveness Analyses, Measures of Effectiveness, Measures of Performance, Mathematical Analyses/Formulations. Experience in software tools and languages to perform the above analyses and develop the documents.
- (d) Modeling and Simulation Understanding and experience in the area of Modeling and Simulation. Demonstrated application of this experience through the development of documents, models and simulations over the full spectrum of programs listed in the statement of work. Specific areas of emphasis should include Design/Upgrade/Convert System/Force Level Models and Simulations, Models and Simulations Requirements and Performance Analyses and Assessment, Models and Simulations Testing/Certification, Model and Simulation Execution. Experience with specific models and simulations such as Multi-Warfare Analysis and Research System (MARS), Fleet AAW Model for comparison of Tactical Systems (FACTS), Extended Air Defense Test Bed (EADTB), Extended Air Defense Simulation (EADSIM), Radar Analysis Program (RAP), Force Operational Readiness Combat Effectiveness Simulation (FORCES), real-time wraparound simulations for tactical systems.
- (e) Cost and Affordability Analysis Understanding and experience in the area of Cost and Affordability Analysis. Demonstrated application of this experience through the development of documents or related products over the full spectrum of programs listed in the statement of work. Specific areas of emphasis should include Life Cycle Cost Estimating, Cost as an Independent Variable, Total Ownership Cost Reduction Plans, Analysis of Alternatives, Cost/Performance Tradeoffs, Return on Investment.

(f) Configuration Management/Quality Assurance — Understanding and experience in the area of Configuration Management (CM) and Quality Assurance (QA). Demonstrated application of this experience with actual programs supported and specifics on what was accomplished such as membership in Local Configuration Control Boards, Software Change Control Boards, Joint Problem Review Boards, Interface Control Working Groups, Technical Review Teams; documents developed such as CM and QA Plans and Procedures; and specific activities conducted such as configuration item identification and tracking, software builds compile/release management, requirements management and tracking, inspections and audits, documentation management.

(g) Electronic Documentation/Data Management/Databases/Web Site -

Understanding and experience in the area of Electronic Documentation, Data Management, Databases, and Web Site. Demonstrated application of this experience with actual activities such as electronic data/document search, retrieval, storage, distribution, reproduction, maintenance and Web Page/Site design, operation and maintenance.

- (2) Management Capability Offerors shall demonstrate their management capabilities and understanding by addressing the following areas
- (a) **Project Management** This subfactor is intended to address items such as the following: Overall management approach (to include approach to ensuring services remain nonpersonal in nature), plan, manage, and operate a large and complex engineering and analysis effort, proposed organization, corporate resources to be applied to this requirement (facilities, etc.), and understanding of and ability to comply with the contract's business management aspects such as progress reporting and invoicing. If teaming is proposed, what is the plan to achieve adequate subcontractor communication and management oversight in order to ensure product development and delivery that is seamless to the government.
- (b) Transition Planning Since this is a follow-on technical services contract, transition is considered very important. Of specific interest are the areas of personnel, work product quality, and delivery. Offerors should address how their management and project staff will be established; how their technical and contract administration interface with NSWCDD will be established; how the offeror will assume responsibility for support of current programs without discontinuity of work flow or loss of integrity of the programs' current operation; and what services, support, or other items will be required from the Government to facilitate the transition.
- (c) Quality Control This subfactor will be evaluated based upon the assessed ability of the offeror's proposed plan, procedures and processes to ensure the quality and timeliness of all services provided as well as contract deliverables. In addition, the overall effectiveness of these procedures will be judged by the quality of both the technical and cost proposals in terms of form (spelling, grammar, etc.) and responsiveness to solicitation requirements. If teaming is proposed, what is the plan to exercise product Quality Control on subcontractor developed products?
- (d) **Personnel Recruitment/Retention/Skills Improvement** This subfactor will be evaluated based upon the assessed ability of the offeror's personnel management program to

recruit, retain and train all personnel. Since the number of resumes required with the proposal does not include all of the key personnel for the First Year, the plan for providing personnel to meet the balance of the requirement should be addressed. Recruitment includes the approach to staffing buildup and management. Of particular interest is the offeror's ability to identify and provide individuals with hard-to-find skills. Retention includes the offeror's personnel management policies and practices designed to motivate employee performance and encourage longevity with the firm. Of interest in the training area is the offerors' approach toward staff development in the primary functional areas identified in the Statement of Work. Of particular interest is training and development of new personnel both at contract start up and as a result of personnel turnover throughout the life of the contract. Also, the extent of corporate investment (i.e., training funded out of overhead/G&A) in staff development should be addressed.

The offeror shall address the qualifications and staffing of Non-Key and Support personnel along with how these positions will be managed during contract performance.

- (e) Subcontracting/Teaming Allocations The contractor's subcontracting and teaming shall be evaluated based upon its assessed ability to support the accomplishments of the contract objectives. If subcontracting or teaming is proposed, the offeror shall state the specific portions of the SOW the subcontractor/team member(s) will perform. The offeror will describe its processes and techniques used to manage subcontract performance (technical, schedule, and cost). The offeror shall address the technical reason for selecting each subcontractor/team member and any previous working relationships. (Note: The offeror is required to provide a written subcontracting or teaming agreement signed by both the offeror and planned subcontractor or team member(s) showing agreement as to the work areas to be subcontracted, the projected labor categories to be furnished, and the level of effort to be provided).
- (f) Business Relations with Other DoD Contractors This subfactor shall be evaluated on the contractor's definition of their processes for accomplishing taskings that, due to their complexity or multi-system relationship, cannot be completed within the context of this contract. Of particular interest is how the contractor would accomplish tasking that would be provided that would place the contractor in the lead or support responsibility for providing final product(s).

<u>Ddl-L26 WRITTEN TECHNICAL PROPOSAL – SPECIFIC REQUIREMENTS – CONTRACT MANDATORY REQUIREMENTS, PERSONNEL, SUBCONTRACTING/TEAMING AND PAST PERFORMANCE – VOLUME III </u>

- (a) The offeror's written technical proposal shall consist of the following:
 - 1. Contract Mandatory Requirements
 - 2. Key Personnel Staffing Matrix
 - 3. Key Personnel Resumes
 - 4. Subcontracting/Teaming/Consulting Agreements
 - 5. Past Performance

- (1) Contract Mandatory Requirements The contractor shall address his ability to (or plans for meeting at time of award) meet each of the contract mandatory requirements identified in Section H, MANDATORY CONTRACT REQUIREMENTS.
- (2) **Key Personnel Staffing Matrix** The offeror shall provide a summary matrix of Key Personnel. This matrix will be evaluated against both the Resume's and Statement of Work for consistency. The following information shall be submitted:
 - a. Proposed individual's name
 - b. Labor Category
 - c. Percent Available under resultant contract
 - d. Degree(s)
 - e. Section(s) of the SOW proposed to support, including primary work location
 - f. Section(s) of the SOW in which named individual possess experience
 - g. Key person on another contract? (yes or no) If yes, provide the contract number(s) and the percentage of time obligated under each contract
 - h. Resume page number
- (3) Key Personnel Resumes The minimum number of resumes to be submitted for each Key Person contract labor category is shown in the following table. The number of resumes specified is based on the assumption that each individual will be available on a full-time basis. If this is not the case, and a proposed Key Person will be available only on a part-time basis, additional resume(s) are required to equal the equivalent of a full-time person. To facilitate evaluation, the volume containing resumes shall be page numbered and there shall be a Table of Contents showing the page location of each resume. Resumes shall be alphabetical by contract labor category.

CLIN 0001 CONTROL PROGRAMS/SYSTEMS

KEY LABOR CATEGORY	NUMBER OF	CLEARANCE
	RESUMES	REQUIRED
Program Manager	1	SECRET
Principal Engineer	1	SECRET
Senior Systems Engineer	21	20 – SECRET
		1 – TOP SECRET
Senior Systems Analyst	1	SECRET
Senior Warfare Analyst	1	SECRET
Senior Facilities Engineer	1	SECRET
Senior CMM/CMMI Engineer	1	SECRET
Senior Software Engineer	10	9 – SECRET
		1 – TOP SECRET
Senior Data Manager	1	SECRET

Senior Configuration Management Specialist	1	SECRET
Senior Cost Analyst	1	SECRET
Total Resumes	40	38 – SECRET 2 – TOP SECRET

<u>CLIN 0002</u> DETECT/ENGAGE PROGRAM/SYSTEMS

KEY LABOR CATEGORY	NUMBER OF	CLEARANCE
	RESUMES	REQUIRED
Program Manager	1	SECRET
Principal Engineer	1	SECRET
Senior Systems Engineer	20	19 – SECRET
		1 – TOP SECRET
Senior Radar Systems Engineer	2	SECRET
Senior Systems Analyst	3	SECRET
Senior Warfare Analyst	1	SECRET
Senior CMM/CMMI Engineer	1	SECRET
Senior Software Engineer	5	SECRET
Senior Data Manager	1	SECRET
Senior Configuration Management Specialist	1	SECRET
Senior Cost Analyst	1	SECRET
Total Resumes	37	36 – SECRET
		1 – TOP SECRET

CLIN 0003 MISSILE DEFENSE/INTEROPERABILITY/FLEET LEVEL ASSESSMENTS/INTELLIGENCE PROGRAMS/SYSTEMS

KEY LABOR CATEGORY	NUMBER OF RESUMES	CLEARANCE REQUIRED
	RESUMES	REQUIRED
Program Manager	1	SECRET
Principal Engineer	1	SECRET
Senior Systems Engineer	22	21 – SECRET 1 – TOP SECRET
Senior Systems Analyst	1	SECRET
Senior Warfare Analyst	1	SECRET

Senior Software Engineer	11	SECRET
Senior Data Manager	1	SECRET
Senior Configuration Management Specialist	1	SECRET
Senior Cost Analyst	1	SECRET
Total Resumes	40	39 – SECRET
		1 – TOP SECRET

- (a) In order to facilitate proposal evaluation, all resumes shall be provided in the format specified in Section H. The cutoff for experience claimed shall be the closing date of the solicitation. Resumes without the certification required in Section H may be unacceptable and may not be considered. The employee and offeror certifications shall be dated after the issue date of the solicitation.
- (b) If the employee is not a current employee of the offeror (or a proposed subcontractor), a copy of the accepted offer letter shall be provided. An additional copy of this letter shall be provided in the Cost Proposal which identifies a projected start date and the agreed to annual salary.
- (4) Subcontracting/Teaming/Consulting Agreements A copy of any subcontracting/teaming/consulting arrangements proposed to fulfill any direct charged part of the contract shall be provided. It shall be signed by both the offeror and the proposed subcontractor/team member/consultant and shall show agreement as to the specific technical work areas to be subcontracted, the projected labor categories (Key and Non-Key) to be provided, and the level of effort to be provided. It shall be fully consistent with other portions of the proposal to include resumes submitted and the Cost Proposal. Agreements shall be submitted only for those subcontractors or consultants who are priced in the Cost Proposal.
- (5) Past Performance Offerors shall provide information concerning the offeror's experience in performance of existing or recently completed contracts for similar services of the variety and magnitude set forth in the RFP. Offerors shall provide information on <u>five</u> relevant current/recent contracts. The requirement for information on five contracts can be satisfied by providing a copy of the CPARS evaluation or the Past Performance Questionnaire (to be used when a CPARS evaluation did not apply). Offerors shall also provide written information on the extent of their prior use of small, small disadvantaged, and women-owned small business as subcontractors. Information regarding past performance may be obtained from several sources, as indicated below.

a. Past Performance Reference List

- (1) All offerors shall prepare and submit a Past Performance Reference List as part of the written Technical Proposal. The Past Performance Reference List shall contain the following information for each relevant contract completed within the last three years and those currently in progress:
 - (A) Contract Number

- (B) Contract Terms/Amount/Value
- (C) Description of Work Performed to include labor categories and approximate number of direct man-years per year provided.
- (D) Identification of the Statement of Work functional area(s) (e.g, C.xx XXXXX) for which the referenced contract demonstrates past performance.
 - (E) Note if performed as a prime or subcontractor
- (F) Agency, name, title, address, and phone number of person to whom the questionnaire was mailed.
- (G) Name, address and phone number of the Contracting Officer and of the COR
- (H) Date the questionnaire was mailed and a list of all recipients of the questionnaire.
 - (I) CPARS evaluation.
- (2) If submitting a proposal for subject acquisition as a prime contractor, the offeror is encouraged to include Past Performance reference(s) where they performed as a prime contractor. If subcontractors are proposed for subject acquisition, the offeror is encouraged to include Past Performance reference(s) where they, as the prime contractor, subcontracted a portion of the effort. Further, if subcontractors are proposed for this requirement, past performance references may be cited for current and previous customers of the proposed subcontractors.
- (3) Contract Listed in CPARS. The Government intends to review Contractor Performance Assessment Reporting System (CPARS) data and other existing past performance rating on relevant contracts.
 - (4) Contracts Not Listed in CPARS Past Performance Questionnaire
- (A) The offeror is responsible for the distribution of all Past Performance Questionnaires (Attachment J.4). Questionnaires should be distributed not later than 7 days after receipt of the solicitation. It is in the offeror's best interest to do a thorough and prompt job of distributing the Past Performance Questionnaires.
- (B) The offeror shall send a copy of the questionnaire directly to the COR for all relevant contracts completed in the last three years and contracts currently in progress. The offeror shall request the recipients of the questionnaire to complete the document and forward it to the Government Contracting Officer at the address listed in the questionnaire.
- (C) The Navy will attempt to contact those offices which do not respond to the questionnaire based upon the information in the Past Performance Reference List.
- (5) All offerors may provide any other information regarding their past performance of contracts similar to the Government's requirement that they would like the Government to consider. Such information may be in the nature of:

- (A) Additional information which the Government has readily available, for example, a synopsis of data in the CPARS system;
- (B)) Information which the offeror considers essential to the Government's evaluation of Section M factors and/or subfactors; or
 - (C) Explanatory information of substandard or poor performance and the corrective actions taken to prevent a recurrence.
- (6) For offerors that are large businesses, the offeror shall provide a chart with narrative that provides the extent of prior use of small, small disadvantaged, and women-owned businesses as subcontractors. In addition, provide copies of SF294s or SF295s for the last three years. For completed contracts, provide the final SF294; for contracts in process, provide the SF294 for the latest reporting period.
- (7) Past performance will be used as both an evaluation factor and as a source of information for a responsibility determination. Offerors that do not have relevant past performance may base the questionnaires on work performed by the proposed Key Personnel. The cutoff date for receipt by the Government of responses to the questionnaire is two weeks after the closing date of the solicitation. Offerors are encouraged to provide information on problems encountered on the identified contracts and the offeror's corrective actions taken.

Ddl-L32 COST PROPOSAL – SPECIFIC REQUIREMENTS – VOLUME IV

(a) General

- (1) The offeror's cost proposal shall be prepared and submitted in accordance with the following requirements. The format and content requirements provided herein apply equally to both the prime contractor as well as any subcontractors/team members/consultants.
- (2) An offeror's proposal is presumed to represent the best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and estimated cost-plus-fixed-fee should be explained in the proposal. For example, if a corporate policy decision has been made to absorb a portion of the estimated cost-plus-fixed-fee, that should be stated in the proposal. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required and the ability to perform the contract, and may be grounds for rejection of the proposal. The burden of proof as to price credibility rests with the offeror.
- (3) The cost proposal shall be prepared indicating cost elements and subtotals for each contract year and a total for the entire contract (NOTE: the cost proposal shall be prepared for the four year ordering period and the three award term years for a total of seven years.) Note that the contract will not contain options and pricing by Government fiscal year is neither required nor desired. Submit spreadsheets showing all cost elements and calculations in hard copy and on CD or ZIP disk in a Microsoft Excel format.

- (4) Number all pages in the Cost Proposal (including all appendices or attachments). Provide a table of contents. Also, provide a Compliance Matrix which cross references the Cost Proposal to the solicitation content requirements. No information submitted for evaluation in the Cost Proposal shall be printed in a type font smaller than 10. This includes pricing spreadsheets.
- (5) Provide the name, address, and telephone number of the cognizant Government Audit Agency Office and Contract Administration Office. Your accounting system must be approved by DCAA for cost type contracts. Please provide verification that indicates whether or not your accounting system has been approved. If it has not, contact your cognizant DCAA office as soon as possible to arrange for this review; this can add as much as 8 12 weeks to the contract award process.
- (6) If the offeror has been authorized to submit invoices directly to the Paying Office, provide a copy of the authorizations from DCAA and the ACO.
- (7) In accordance with <u>Section H Guaranteed Savings Clause</u> Contractors are required to identify any saving initiatives that will result in a savings to the Government. This information and its impact shall be reflected in the cost proposal.
- (b) Detailed Instructions by Cost Element

(1) Direct Labor

- (A) In order to evaluate all proposals fairly, offerors are directed to provide proposed costs based on utilization of the direct technical labor categories stated below. Separately identify hours to be provided by subcontractors/consultants. Offerors are reminded that the staff proposed in the technical proposal must be the same staff proposed in the cost proposal. The labor categories/hours contained in Section L of this solicitation are based on the assumption that individuals/resumes identified at time of award will continue to be made available throughout the life of the contract. Failure to submit a consistent labor mix may be interpreted as the offeror's intention to substitute lesser qualified personnel for original Key Personnel. Offerors shall, therefore, provide a detailed explanation for any significant changes in labor mix by contractor category, solicitation labor category, and contract year.
 - (B) Offerors shall base their Cost Proposals on the labor mix identified below:

CLIN 0001 CONTROL PROGRAMS/SYSTEMS

Labor Category	Year 1 8/3/03 – 7/31/04	Year 2 8/1/04 –	Year 3 8/1/05 - 7/31/06		Year 5 8/1/07 – 7/31/08	Year 6 8/1/08 – 7/31/09	Year 7 8/1/09 – 7/31/10	TOTAL
<u> </u>	2	2	2	2	2	2	2	101AL
Program Manager	2	2	2	2	2	2	2	14
Principal Engineer								
Senior Systems Engineer	30	35	35	40	40	40	40	260
Systems Engineer	12	14	16	18	18	18	18	114
Junior Systems Engineer	3	4	5	5	5	5	5	32
Senior Systems Analyst	6	7	8	8	9	9	9	56
Systems Analyst	2	3	4	4	4	4	4	25
Principal Warfare Analyst	1	1	1	1	2	2	2	10
Senior Warfare Analyst	1	1	1	1	1	1	1	7
Warfare Analyst	1	1	1	1	1	1	1	7
Principal Operations Research Analyst	1	1	1	1	1	1	1	7
Operations Research Analyst	1	1	1	1	1	1	1	7
Senior Software Engineer	15	15	20	20	22	22	22	136
Senior CMM/CMMI Engineer	1	1	1	1	1	1	1	7
Software Engineer	14	16	20	20	22	22	22	136
Junior Software Engineer	4	5	6	6	8	8	8	45
Entry Level Engineer/Analyst	4	5	10	10	12	12	12	65
Senior Data Manager	2	2	2	2	2	2	2	14
Data Manager	4	5	6	6	6	6	6	39
Junior Data Manager	2	2	2	3	3	3	3	18
Senior Configuration Management Spec	2	2	2	3	3	3	3	18
Configuration Management Specialist	12	15	18	18	18	18	18	117
Junior Configuration Management Spec	2	2	3	3	3	3	3	19
Senior Cost Analyst	1	1	1	1	1	1	1	7
Cost Analyst	1	1	1	1	1	1	1	7
Electronics Technician	2	2	2	2	2	2	2	14
Computer Specialist	10	12	14	14	16	16	16	98
Computer Technician	2	2	3	3	3	3	3	19
Technical Editor	2	3	3	3	3	3	3	20
Technical Illustrator	1	1	1	1	1	1	1	7
Documentation Specialist	6	7	8	8	8	8	8	53

Junior Documentation Specialist	2	2	2	3	3	3	3	18
Senior Financial Manager	1	1	1	1	1	1	1	7
Financia l Analyst	1	1	1	1	1	1	1	7
Financial Assistant	1	1	1	1	1	1	1	7
Total Technical Man-Years	154	176	205	215	227	227	227	1431

CLIN 0002 DETECT/ENGAGE PROGRAM/SYSTEMS

	Year 1 8/3/03 –	Year 2 8/1/04 –	Year 3 8/1/05 -	Year 4 8/1/06 –	Year 5 8/1/07 –	Year 6 8/1/08 –	Year 7 8/1/09 –	
Labor Category	7/31/04	7/31/05	7/31/06	7/31/07	7/31/08	7/31/09	7/31/10	TOTAL
Program Manager	2	2	2	2	2	2	2	14
Principal Engineer	1	2	2	2	2	2	2	13
Senior Systems Engineer	20	22	25	28	30	30	30	185
Senior Radar Systems Engineer	2	2	2	2	2	2	2	14
Radar Systems Engineer	2	2	2	2	2	2	2	14
Junior Radar Systems Engineer	2	2	2	2	2	2	2	14
Systems Engineer	10	11	12	12	14	14	14	87
Junior Systems Engineer	2	3	4	4	4	4	4	25
Senior Systems Analyst	3	3	5	5	5	5	5	31
Systems Analyst	2	2	3	3	3	3	3	19
Principal Warfare Analyst	1	1	1	1	1	1	1	7
Senior Warfare Analyst	1	1	1	1	1	1	1	7
Warfare Analyst	1	1	1	1	1	1	1	7
Principal Operations Research Analyst	1	1	1	1	1	1	1	7
Operations Research Analyst	1	1	1	1	1	1	1	7
Senior Software Engineer	5	5	6	6	6	6	6	40
Senior CMM/CMMI Engineer	1	1	1	1	1	1	1	7
Software Engineer	6	6	8	8	8	8	8	52
Junior Software Engineer	2	2	4	4	4	4	4	24
Entry Level Engineer/Analyst	3	4	5	5	5	5	5	32
Senior Data Manager	1	2	2	2	2	2	2	13
Data Manager	4	4	5	5	5	5	5	33
Junior Data Manager	2	2	2	2	2	2	2	14
Senior Configuration Management Spec	1	1	1	1	1	1	1	7
Configuration Management Specialist	3	3	4	4	4	4	4	26

Junior Configuration Management Spec Senior Cost Analyst Cost Analyst Electronics Technician Computer Specialist Computer Technician Technical Editor Technical Illustrator Documentation Specialist Junior Documentation Specialist Senior Financial Manager

CLIN 0003 MISSILE DEFENSE/INTEROPERABILITY/FLEET LEVEL ASSESSMENTS/INTELLIGENCE PROGRAMS/SYSTEMS

Financial Analyst

Financial Assistant

Total Technical Man-Years

Labor Category	Year 1 8/3/03 – 7/31/04	Year 2 8/1/04 – 7/31/05	Year 3 8/1/05 - 7/31/06	Year 4 8/1/06 – 7/31/07		Year 6 8/1/08 – 7/31/09	Year 7 8/1/09 – 7/31/10	TOTAL
Program Manager	2	2	2	2	2	2	2	14
Principal Engineer	2	3	4	4	4	4	4	25
Senior Systems Engineer	38	42	46	46	46	46	46	310
Systems Engineer	35	40	45	45	45	45	45	300
Junior Systems Engineer	6	8	10	10	10	10	10	64
Senior Systems Analyst	4	6	7	7	7	7	7	45
Systems Analyst	7	9	11	11	11	11	11	71
Principal Warfare Analyst	1	1	1	1	1	1	1	7
Senior Warfare Analyst	2	2	2	2	2	2	2	14
Warfare Analyst	1	1	2	2	2	2	2	12
Principal Operations Research Analyst	1	1	1	1	1	1	1	7
Operations Research Analyst	1	1	1	1	1	1	1	7
Senior Software Engineer	15	18	22	22	22	22	22	143
Software Engineer	16	18	22	22	22	22	22	144
Junior Software Engineer	5	7	9	9	9	9	9	57
Entry Level Engineer/Analyst	7	10	12	12	12	12	12	77

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Senior Data Manager	3	4	5	5	5	5	5	32
Data Manager	15	20	25	25	25	25	25	160
Junior Data Manager	4	6	8	8	8	8	8	50
Senior Configuration Management Spec	1	2	2	2	2	2	2	13
Configuration Management Specialist	6	8	10	10	10	10	10	64
Junior Configuration Management Spec	2	4	5	5	5	5	5	31
Senior Cost Analyst	2	3	3	3	5	5	5	26
Cost Analyst	3	4	5	5	5	5	5	32
Electronics Technician	2	2	2	2	2	2	2	14
Computer Specialist	10	12	14	14	14	14	14	92
Computer Technician	2	3	4	4	4	4	4	25
Technical Editor	2	3	3	3	3	3	3	20
Technical Illustrator	1	1	1	1	1	1	1	7
Documentation Specialist	8	10	12	12	12	12	12	78
Junior Documentation Specialist	3	4	5	5	5	5	5	32
Senior Financial Manager	1	1	1	1	1	1	1	7
Financial Analyst	3	4	5	5	5	5	5	32
Financial Assistant	2	2	2	2	2	2	2	14
Total Technical Man-Years	213	262	309	309	311	311	311	2026

- (C) The above estimates are furnished for the purpose of providing additional information to the statement of work to permit optimum response by offerors and to allow a more timely and comparable evaluation of proposals by the Government. The agreed-to level of effort will be specified in at the task order level, in accordance with the Section H clause "Level of Effort."
- (D) The Government's estimate of effort is based on work years rather than labor hours. Offerors shall propose on the basis of their average workyear; for example, one offeror's workyear of effort may equate to 1800 hours and another offeror's workyear may be 1900. A minimum of 1,775 compensated regular hours per workyear is required.
- (E) FAR 52.237-10 in Section I defines Uncompensated Time (UT) as any hours worked in excess of 40 hours per week without additional compensation. Some firms manage UT through the process of Total Time Accounting (TTA). The effect of UT/TTA is that the total hour worked are charged to the contract/order at a rate less than the individual's regular hourly rate based on a 40-hour workweek. In accordance with FAR 52.237-10 and the need to adequately evaluate all offers, offerors shall:
 - (i) Identify proposed hours as compensated or uncompensated.

- (ii) Provide the basis for the number of hours used as well as the mix (i.e., compensated/uncompensated). This data must be verifiable either with DCAA or through the analysis of supplemental statistical data that the offeror includes in the cost proposal.
- (F) Proposed hours shall be supported by a detailed breakout of an average workyear for exempt and non-exempt employees in the following format:

Description		Non-
_	Exempt	exempt
One year base hours	2,080	2,080
Subtract Paid Holidays		
Subtract Paid Vacation		
Subtract Paid Sick Leave		
Subtract Other Paid Leave (e.g,		
Jury Duty, Military Leave, etc.)		
Subtotal – Net Compensated Hours		
Add Uncompensated Overtime Hours		
Total Hours per Workyear		

It shall be noted that the proposed workyear, in order to be evaluated as realistic, should be based on actual historical information rather than 2,080 hours less the quantity of paid absence hours provided for in the offeror's fringe benefit package. This caution is provided because not all employees may take their entire leave entitlement. Following award, administration of the contract and negotiation of the level of effort for delivery/task orders (if applicable) shall be based on the above proposed workyear.

- (G) Offerors shall provide the following workyear information in narrative format:
 - (i) List of offeror's paid holidays,
 - (ii) State the average number of paid vacation days per employee per

year,

- (iii) State the average number of sick days per employee per year, and
- (iv) Describe any other factors used to determine direct and indirect

labor hours.

(H) The total contract labor provided above refers to technical labor categories only (Key and Non-Key Personnel). Corporate, or any other local level management, clerical, and contract business management/administration is considered to be overhead in nature. The offeror is, however, permitted to propose such labor hours as a direct charge if it is in accordance with his standard DCAA approved practice to do so. Such hours shall be added to the total number of hours proposed. The offeror shall clearly state what additional functions are to be

direct charged, including administrative word processing, reproduction, library, contract administration (to include support for progress report preparation and invoicing), security administration, contract quality assurance, CDRL review and approval, etc. The additional hours/amounts proposed for each of these functions shall be fully explained and justified. Offerors are cautioned to submit realistic estimates in this area because the ratio of these hours to technical hours will be used as a guideline in the evaluation of delivery order proposals and the reasonableness of actual costs incurred under this contract. Support functions not proposed to be direct charged will be considered overhead in nature and will not be allowed as direct charges under the contract.

- (I) Labor Rates for Named Key & Non-Key Personnel The cost proposal shall reflect actual labor rates expected to be expended in performing the proposed contract; e.g., actual hourly rates for named Key and Non-Key Personnel if such rates will be the basis for billing under the resultant contract, and not a composite rate of individuals within a labor classification or labor category. The Cost Proposal shall contain a table which shows the following for each named person:
 - (i) Solicitation Labor Category
 - (ii) Contractor Labor Category
 - (iii) Current (as of the date of proposal submission) Salary
 - (iv) Effective Date of Salary
 - (v) Current Hourly Rate Based on 2080 Hours per Year (Actual Rate Excluding (UT/TTA)
 - (vi) Current Decremented Hourly Rate (if UT/TTA is proposed).
 - (vii) Contract Year One Hourly Rate.
 - (viii) Escalation Rate applied to current rate.
 - (ix) Percent of Time Individual Will Be Utilized on Contract.

Rates projected through the life of the contract. Offerors are cautioned that outyear rates must reflect the requirement for replacement of key personnel to have qualifications equal to or better than the key person being replaced.

(J) Key Personnel –

- (i) Key Personnel whose resume was not submitted with the offer and is not identified by name may be priced on contract category average rates. If any other basis is used, it must be fully explained along with the rationale justifying its applicability.
- (ii) Growth Rates Out-year growth in Key Personnel labor categories (key personnel for which resumes are not required to be submitted and are not identified by name on the offer) must be priced based on category average rates. Offerors shall ensure the proposed rates are realistic because proposed rates will be used to evaluate the reasonableness of proposed rates for negotiation of delivery/task orders, if applicable.

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(K) Non-Key Labor Rates –

- (i) Non-Key Personnel who are not identified by name on the offer may be priced on category average rates. If any other basis is used, it must be fully explained along with the rationale justifying its applicability.
- (ii) If category average rates are proposed for non-Key hours, Offerors shall ensure the proposed non-Key rates are realistic because proposed non-Key rates will be used to evaluate the reasonableness of proposed rates for negotiation of delivery/task orders, if applicable. Proposed non-key rates should not be the lowest rate at which an individual may be provided but rather a representative rate for the category, i.e., a rate that represents the range of education and experience applicable to the category, not just the minimum requirement.
- (i) Wage and Salary Plan For each proposed contractor category identified for both Key and Non-key categories, identify:
 - (1) The minimum and maximum hourly rates.
 - (2) The current mean and median rate.
 - (3) The minimum education and experience requirements.
 - (4) Note whether the category is considered exempt or

non-exempt.

(5) Note the current number of contractor employees in

each category.

- (xii) Include documentation from the cognizant government auditor which shows the offeror's current approved category average rate for each labor category proposed, if applicable.
- (xiii) If the contractor does not have established corporate labor categories for which the above information can be provided, the offeror shall provide a narrative justification of the realism of each proposed bid rate.
- (xiv) Provide a copy of the overtime policy noting who is paid overtime and the applicable rate.
- (xv) Escalation Labor escalation is defined to include all factors which affect an individual's compensation level to include merit increases, promotions, and cost-of-living adjustments. State the annual labor escalation rate used in the Cost Proposal. Provide a chart that shows the salary history for each proposed named individual for the most recent 3 year period. Show the effective dates for each rate and compute an average annual escalation rate from these data. If a lower escalation rate is proposed than the average rate derived from the above table, specific justification shall be provided as to why the proposed rate should be considered realistic. Describe the management controls to be implemented to hold the actual labor escalation rate to what is proposed. Offerors shall ensure that the proposed escalation rate is realistic as it will be used to evaluate the reasonableness of proposed labor costs for negotiation of delivery/task orders.

(xvi) Uncompensated Overtime - If decremented direct labor rates are proposed, either by the prime or by any subcontractor, the Cost Proposal shall include a detailed description, including examples as appropriate, of the manner in which the offeror plans to track and report compliance with the UNCOMPENSATED OVERTIME clause in Section H. Offerors shall note that clause requires reports at the delivery/task order level (if applicable) showing the aggregate percentage reduction in billing rates due to an expanded workweek. If the offeror plans to track delivery of uncompensated overtime by reporting UT hours worked, the offeror shall specifically show in the Cost Proposal, how the number of UT hours reported, in relation to the regular hours worked, accurately represents the actual percentage decrement to labor billing rates. Sample calculation shall be provided. Statements that the offeror's procedures are approved by DCAA are not sufficient.

(L) Provide copies of current payroll records to support proposed base hourly rates. In the case of a contingent hire, provide a copy of an accepted offer letter that identifies the agreed-to salary amount.

(2) Other Direct Costs

(i) Offerors shall use the following unburdened amounts (\$K) for travel and materials as identified by CLIN:

CLIN 0001 CONTROL PROGRAMS/SYSTEMS

Element	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Total
Travel	\$398,365	\$410,316	\$422,625	\$435,304	\$448,363	\$461,814	\$475,669	\$3,052,456.00
Materials	\$18,000	\$18,540	\$19,096	\$19,669	\$20,259	\$20,867	\$21,493	\$137,924.00

CLIN 0002 DETECT/ENGAGE PROGRAM/SYSTEMS

Element	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Total
Travel	\$331,079	\$341,011	\$351,242	\$361,779	\$372,632	\$383,811	\$395,326	\$2,536,880.00
Materials	\$14,400	\$14,832	\$15,277	\$15,735	\$16,207	\$16,694	\$17,194	\$110,339.00

CLIN 0003 MISSILE DEFENSE/INTEROPERABILITY/FLEET LEVEL ASSESSMENTS/INTELLIGENCE PROGRAMS/SYSTEMS

Element	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Total
Travel	\$366,612	\$377,610	\$388,939	\$400,607	\$412,625	\$425,004	\$437,754	\$2,809,151.00
Materials	\$18,000	\$18,540	\$19,096	\$19,669	\$20,259	\$20,867	\$21,493	\$137,924.00

(A) Travel dollars are assumed to reflect Dahlgren, VA as a point of origin and are exclusively for technical travel requirements of the contract and/or individual delivery orders, if applicable. Representative destinations are included, but not limited to those trips identified in Section C – Statement of Work. All other travel is assumed to be overhead in

nature. If, due to the use of remotely located personnel, including subcontractors, or the offeror's proposed management structure, additional travel is planned to be direct charged, subject to the limitations of Section G herein, it should be added to the above amounts. Failure to do so will make such additional travel unallowable following contract award. Narrative information regarding the basis for the additional amounts should be provided.

- (B) "Material" dollars are intended to cover items of expense directly associated with producing contract deliverables to exclusively include copying costs and consumables (binders, tabs, CD-ROM blank disks, etc.). Items of expense not included in this estimate are personnel relocation, computer usage, postage and express/overnight delivery charges, and telephone and other communication costs. Offerors who do not direct charge reproduction and/or consumables shall so state and may reduce the dollar amount correspondingly. Offerors who plan to direct charge any other item of ODC shall identify each item of expense, including associated dollars, and provide the following information for each item. Corresponding dollar amounts for each additional type of ODC shall be included in the offeror's total proposed cost if the expense category is to be allowed as a direct charge following contract award.
 - (1) Description, justification, and detailed basis for the

estimate.

- (2) For any costs proposed on a per unit basis, (e.g., those set up in a service cost center and charged to users/customers on a per unit basis), the discussion shall also include statistical data supporting the unit charge. Statements that the rate has been accepted by DCAA are not sufficient.
- (3) If direct charge is proposed for any leased item, identification of item, justification of need, and lease/purchase analysis shall be provided.

 (4) If direct charge is proposed for depreciation of any capital asset, identification of item, justification of need, projected acquisition date, purchase price, depreciation method, and depreciation schedule shall be provided.
- (ii) If it is anticipated that subcontractors will need to incur items of Other Direct Costs, they shall be proposed as such (subject to the solicitation requirements with respect to ODCs) or none shall be allowed during contract performance. Offerors shall note that the Realism Assessment will assess the extent to which the travel and material dollars provided above were allocated to proposed subcontractors. Offerors shall, therefore, provide a narrative explanation of the amounts allocated to and proposed by subcontractors or consultants.
- (iii) The proposed direct charge of any item, such that title transfers to the Government under the provisions of FAR 52.245-5, Government Property, is not acceptable unless specifically authorized in writing under the contract. Furthermore, if a category of expense is not proposed as a direct charge in the Cost Proposal, it will not be allowed during contract performance unless it is established that there has been a DCAA-approved change in accounting procedures. This restriction is equally applicable to subcontractors.
- (iv) Offerors shall specifically state their accounting practices with respect to each of the following items of expense: relocation costs for an individual hired to work on a specific contract/delivery order; copying costs for contract deliverables; material costs

for contract deliverables (paper, notebooks, electronic media); computer costs (administrative); computer costs (technical); postage (including overnight delivery charges), long distance telephone and other communication costs (pagers, cellular phone charges, etc.), and training. Offerors shall note that indication that an item is a direct charge under this section will not result in its being allowable as a direct cost during contract performance unless associated costs have been included in the offeror's total proposed cost.

(3) Indirect Costs

- (i) Identify each proposed Cost Center. Provide its official name and note the area (organizational, geographic, etc.) to which it applies. Note any restrictions on its applicability to this requirement.
- (ii) For each proposed indirect rate (e.g, fringe, off-site overhead, on-site overhead, material handling, G&A, etc.) for each proposed cost center, note the individual elements comprising the pool for the respective rate and their relative weight in relation to the other elements. Note also the specific base to which each rate is applied. Provide this in chart format such as that shown below. For illustration purposes, a fringe pool has been selected.

Weight Pool Element xx% Paid Absences Payroll taxes (FICA, Medicare, FUTA, SUTA) xx% Paid Absences xx% xx% Health Insurance xx% Life and other insurance Training/education reimbursement xx% xx% Retirement, 401K xx% Bonus Other (specify) xx% 100% Total fringe pool.

- (iii) Offerors shall identify their fiscal period and note which fiscal year they are in as of the date of proposal submission.
- (iv) Provide a table showing each proposed indirect rate by contract year. If the proposed rates represent blended rates, also show the proposed rates by contractor fiscal year.
- (v) Provide a four-year history of actuals incurred for each proposed indirect rate. This history shall include the offeror's most recently completed fiscal year and the three previous fiscal periods. Note whether the actuals have been audited by DCAA. Provide a detailed explanation for rate fluctuations from one year to the next of 10% or greater. For example, an increase of a 30% fringe rate to 33% is a 10% increase.

(vi) With respect to overhead and where teaming arrangements are proposed, it has been noticed that proposed overhead rates may reflect a plan to be co-located with a member of the team resulting in lower overhead costs for one or more of the firms. While this arrangement could be of significant benefit to the technical accomplishment of contract objectives, it may not result in realistic proposed costs because it fails to address the additional office space, furniture, equipment, and other support requirements associated with those individuals who are proposed to work in another firm's space. Where such an arrangement is proposed, the Cost Proposal shall specifically state what agreements have been made regarding these items of cost and shall clearly and specifically demonstrate how and where these costs are reflected in the indirect pool.

(vii) Offerors are notified that the realism of proposed indirect rates will take historical actuals into consideration. Further, indirect rates significantly lower than recent actuals, or declining indirect rates may not be evaluated as realistic unless caps are offered. A composite cap including all burdens applied to direct labor is considered preferable to individual rate caps.

(viii) If a formal Forward Pricing Rate Agreement has been negotiated, provide a copy.

(ix) Provide copies of any DCAA correspondence that approve proposed indirect rates.

(x) In accordance with Section C.6 of the Statement of Work – Facility Access/Government Provided Space, it is anticipated that the government will provide some space for on-site support. However, offerors are not to price their proposals based on their on-site overhead rate. Instead, the proposal shall identify the on-site overhead rate that will be applied when on-site support is identified at the task order level.

(4) Subcontracting Costs

Note the planned subcontract type for each subcontractor. The proposal shall include subcontract cost data in the same level of detail as provided for the offeror. Any subcontracting costs shall be fully supported. It is the responsibility of the prime contractor and higher-tier-subcontractor (if applicable) to review and evaluate the reasonableness and realism of subcontract cost data and furnish the results of such review and evaluation to the Government as part of the offeror's cost proposal. Failure to do so may be interpreted as the prime contractor's lack of management expertise in this area. Frequently, subcontractors are not willing to provide such detail to a prime contractor. Accordingly, this detail may be submitted directly to the Government or may be submitted to you in a sealed envelope that you forward with your proposal.

(5) Consultants. If applicable, provide a detailed listing of consultants expected to be used, rationale for selection and associated costs which are proposed for reimbursement. Identify the corresponding contract labor category for each proposed consultant. Include your analysis that establishes the reasonableness of the proposed hourly rate.

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(6) Facilities Capital Cost of Money

The offeror shall provide a completed DD Form 1861 - Contract Facilities Capital Cost of Money, if this element is to be proposed. This data shall be specifically identified in the cost proposal.

(7) Fixed Fee

Offerors shall state their proposed fixed fee rate and the specific base to which it has been applied. In accordance with Section H – Guaranteed Savings Clause, if the proposal reflects a multiple fee rate structure (e.g, a lower fee rate applied to subcontract costs), each rate and the applicable base shall be explicitly identified. Although none is planned at this time, offerors are reminded of the requirements of FAR 45.302-3(c) which provides that no fee shall be allowed on the cost of facilities when purchased for the account of the Government under other than a facilities contract.

(8) Subcontracting Plan

Offerors who are large businesses under the applicable NAICS code shall note the requirement for submission of a Subcontracting Plan. Offerors are cautioned to ensure that proposed small, SDB, and 8(a) subcontractors are considered small businesses under the NAICS code applicable to this acquisition. Offerors are also cautioned to ensure that their proposed direct subcontracting (as reflected in their Subcontracting Plan) is fully consistent with their Technical and Cost Proposals, as appropriate.

(9) Offerors shall note the inclusion of FAR 52.222-46, Evaluation of Compensation for Professional Employees (FED 1993), by reference in Section L. This clause requires the submission of a complete Compensation Plan. This Plan shall be included in the offeror's Cost Proposal.

Ddl-L36 COST PROPOSAL – START DATE FOR USE IN COST PROPOSAL

In order to allow for procurement lead time and a fair and equal evaluation of all proposals submitted under this competitive procurement, all proposals shall be based on a contract award date of 1 August 2003 and a performance start date of 1 October 2003 in order to allow for a two month contract transition period. However, offerors are instructed to utilize 1 August 2003 as the start date for pricing their proposals. A definitive contract performance start date will be incorporated into the contract award document.

Ddl-L42 PRE-AWARD FACILITY SECURITY CLEARANCE

(a) No award will be made to any offeror which does not possess a facility security clearance issued by the Defense Investigative Service at the required security level. The Naval Surface Warfare Center, Dahlgren Division will initiate appropriate security clearance action for

any apparent successful offeror which does not already possess such clearance. The government is not obligated to delay award pending security clearance of any offeror.

(b) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, attached hereto.

Ddl-L43 PREBID/PREPROPOSAL CONFERENCE

- (a) A preproposal conference will be held at NSWCDD at JDs, Building 216, Room 113, on 19 November 2002 from 1300 1500. All prospective offerors are urged to attend this conference. In order to make the conference as productive as possible, offerors are requested to submit any questions they may have regarding the Preproposal conference in writing to XDS13@nswc.navy.mil, Code XDS13-18 by 12 November 2002. The offeror shall also provide written notification of the names of those company officials who will attend the conference no later than 12 November 2002. This written notification shall be forwarded to XDS13@nswc.navy.mil.
- (b) Prospective offerors are advised that the preproposal conference will be held solely for the purpose of explaining the specifications and terms and conditions of this solicitation. Any changes to the solicitation will only be provided by written amendments. If an amendment is issued, normal procedures relating to the acknowledgement and receipt of any such amendment shall be applicable. In no event will failure to attend the prebid/preproposal conference constitute grounds for a claim after award of the contract.
 - (c) Each company is restricted to 6 attendees.
- (d) The offeror shall submit visit requests to Security Visitor Control, Code XDC9 at least 5 days before the date of this conference for those company officials who will attend. Persons not possessing a current security clearance will be escorted, and cannot attend any classified portion of the conference.

HQ L-2-0008 REQUIREMENTS CONCERNING WORK WEEK (NAVSEA) (MAY 1993)

- (a) Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work.
- (b) The offeror may include uncompensated effort in its proposed level of effort if:
- (1) The offeror has an established cost accounting system, approved by the Defense Contract Audit Agency, which records all hours worked, including uncompensated hours, for all employees, and regardless of contract type.
- (2) Uncompensated hours, for all employees and regardless of contract type, are included in the offeror's base for allocation of overhead costs.
 - (3) The proposal identifies hours of uncompensated effort proposed by labor category.

- (4) The proposal identifies the amount of uncompensated effort which will be performed without supervision and without support personnel and assesses the productivity of such effort.
- (5) The proposal describes the extent to which employees are required or encouraged to perform uncompensated effort and the impact the use of uncompensated effort has on work effectiveness.
 - (6) The proposal includes a copy of the corporate policy addressing uncompensated effort.
- (c) The above information must be provided for each subcontract which has uncompensated effort included in the proposed level of effort.
- (d) Any proposal which includes uncompensated effort in the proposed level of effort not in compliance with the above may be rejected.

SECTION M – EVALUATION FACTORS FOR AWARD

CLAUSES INCORPORATED BY FULL TEXT

Ddl-M10 GREATEST VALUE EVALUATION

(a) The contracts resulting from this solicitation will be awarded to those responsible offerors whose offers, conforming to the solicitation, are determined most advantageous to the Government, cost/price and other factors considered. The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas identified which affects the evaluation factors for award. Proposals will be evaluated on the factors listed below, as well as other criteria identified in Section M of the solicitation:

EVALUATION FACTORS

- 1. Technical Understanding/Capability
- 2. Key Personnel
- 3. Management Capability
- 4. Past Performance
- (b) The above evaluation factors are listed in order of importance. The Technical Understanding/Capability is weighted one and one-third times as important as Key Personnel. Key Personnel is weighted equal to Management Capability and Past Performance, which are weighted equally.
- (c) Each factor and subfactor will be evaluated and rated. Additionally, a risk assessment will be made on each factor and subfactor. Both risk and the offeror's plans for risk mitigation, if provided, will be evaluated.
- (d) Offerors must meet each of the mandatory requirements identified in Section H. An offeror not meeting each of these mandatory requirements (or having acceptable plans for meeting the requirements by contract award) will not be considered as eligible for contract award. No weight is assigned to the mandatory requirements.
- (e) The evaluation factors for this award are further defined as follows:
- (f) Technical Understanding Capability The validity and thoroughness of the offeror's presentation will be evaluated on the offeror's technical understanding of and technical approach to the various programs in each of the technical areas as demonstrated in the Oral Presentation and the subsequent question and answer session. The technical areas to be evaluated are listed in order of importance:
 - 1) Engineering/System Engineering/Planning Support
 - 2) Software Engineering/Computer Program Support
 - 3) Warfare and Systems Analysis Assessment
 - 4) Modeling and Simulation

- 5) Cost and Affordability Analysis
- 6) Configuration Management/Quality Assurance
- 7) Electronic Documentation/Data Management/Database/WEB Site

Engineering/System Engineering/Planning Support and Software Engineering/Computer Program Support are rated equally and are the most important subfactors. They are one and one-third times as important as Warfare and Systems/Assessments and Modeling and Simulation which are rated equally. Warfare and Systems/Assessments and Affordability Analysis are rated equally and are one and one-half times as important as Cost and Affordability Analysis. Cost and Affordability Analysis is two times as important each of the following which are all rated equally: Configuration Management/Quality Assurance and Electronic Documentation/Data Management/Database/WEB Site.

- (g) Key Personnel Evaluation of this factor will be based primarily on the written Technical proposal and shall be evaluated on the following two equally rated subfactors:
 - 1) Experience and Education of Personnel Resumes
 - 2) Depth and Breadth of Personnel Resumes

The above factors address the degree to which Key Personnel resumes meet, do not meet, or exceed desired qualifications for the respective key labor categories possessed by each Key Personnel across the spectrum of the programs listed in the Statement of Work. Depth is a measure of the length of time the individual has worked in one field or activity. Breadth is a measure of the variety of experiences the individual has either in one particular functional area or has across a number of programs/functional areas that have been identified in the Statement of Work. The relevance of individual experience to the technical requirements of the Statement of Work will be assessed using the required Personnel/Statement of Work Allocation Matrix. Resumes are required to cover key personnel workyears of the first year as detailed in Section L. All key personnel workyears are equally weighted for evaluation purposes. Part-time resumes will be accumulated to an equivalent workyear and assigned an average rating earned by the grouped resumes.

The evaluation of risk for Key Personnel will be based primarily on an assessment of the proposed individual's availability. Such things as whether the individual is a contingent hire and whether a relocation will be necessary will be considered. Also, the proposed individual's suitability for the labor category will be assessed. That is, if the individual is significantly overqualified for the category, it is felt that there is increased risk associated with the individual's actually being provided to work under the category. An individual significantly underqualified for a category increases the risk of unsatisfactory performance without significant Government involvement.

(h) Management Capability – The Management factor will evaluate the offeror's ability to perform the non-technical aspects of contract performance and will be based primarily on the Oral Presentation. Each offeror's presentation will be assessed on following equally rated subfactors to determine the acceptability of the approach and the depth of understanding represented by that approach.

- 1) Project Management
- 2) Transition Planning
- 3) Quality Control
- 4) Personnel Recruitment/Retention/Skills Improvement
- 5) Subcontracting/Teaming Allocations
- 6) Business Relations with other DoD Contractors
- (i) Past Performance This factor considers the offeror's evaluated past performance and will be assessed on the following equally rated subfactors.
 - 1) Quality of Product or Service
 - 2) Timeliness of Performance (Schedule)
 - 3) Cost Control
 - 4) Business Relations
 - 5) Management of Key Personnel
 - 6) Subcontracting Goals (Extent of prior use of small, small disadvantaged, and womanowned small businesses as subcontractors)

The Government intends to review Contractor Performance Assessment Reporting System (CPARS) ratings and other existing past performance ratings on relevant contracts. The Government may also review other relevant past performance information contained in either local files or from other Government sources. The Government may also consider information from past performance questionnaires, as required by Section L. General trends in a contractor's past performance will also be considered. Offerors without a past performance history will be evaluated in a manner that neither rewards nor penalizes the offeror.

Offerors are required to provide a narrative of their company's extent of prior use of small, small disadvantaged, and woman-owned small business for the past three years. Additionally, the offerors are required to provide the past three years SF294s or SF295s.

- (j) Proposals which are unrealistic in terms of technical or schedule commitments or unrealistic cally high or low in cost may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal. If the proposed contract requires the delivery of data, the quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire process. Throughout the evaluation, the Government will consider "correction potential" when a deficiency is identified.
- (k) Although cost is the least important evaluation factor, it will not be ignored. The degree of importance of the cost will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

(1) In evaluating cost type offers, realism of the offeror's estimated cost will be considered. "Realism of Estimated Cost" is determined by reference to the costs which the offeror can reasonably be expected to incur in performance of the contract in accordance with the offer. Unrealistic personnel compensation rates will be considered in the cost realism analysis and may be considered in the technical analysis which could reduce the technical score. The purpose of the evaluation is to: (1) verify the offeror's understanding of the requirements; (2) assess the degree to which the cost proposal reflects the approaches and/or risk that the offeror will provide the supplies or services at the proposed costs; and (3) assess the degree to which the cost included in the cost proposal accurately represents the effort described in the technical proposal. The proposed costs may be adjusted for purposes of evaluation based on the results of the cost realism evaluation.

- (m) The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, if considered necessary by the Source Selection Authority and the Contracting Officer, discussions will be conducted with only those offerors determined to have a reasonable chance for award.
- (n) The Government reserves the right to make an award to other than the lowest priced offeror or to the offeror with the highest technical score if the Source Selection Authority determines that to do so would result in the greatest value to the Government.

HQ M-2-0001 BASIS OF AWARD (NAVSEA) (SEP 1990)

The services required under this Request for Proposal are divided into three program system/categories identified as CLIN 0001, 0002 and 0003. The government shall award one contract for each CLIN for a total of three contracts. All units of items as identified by each CLIN shall be awarded to an offeror. Offers, therefore, must be on the basis of furnishing all units of items for each CLIN. Offers for more than one CLIN may not be combined into one proposal.